

Town and County of Nantucket
Board of Selectmen • County Commissioners

Robert R. DeCosta, Chairman
Rick Atherton
Matt Fee
Tobias Glidden
Dawn E. Hill Holdgate



16 Broad Street
Nantucket, Massachusetts 02554

Telephone (508) 228-7255
Facsimile (508) 228-7272
www.nantucket-ma.gov

C. Elizabeth Gibson
Town & County Manager

**AGENDA FOR THE MEETING OF THE
BOARD OF SELECTMEN
FEBRUARY 24, 2016 - 6:00 PM
PUBLIC SAFETY FACILITY COMMUNITY ROOM
4 FAIRGROUNDS ROAD
NANTUCKET, MASSACHUSETTS**

I. CALL TO ORDER

II. BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. Emergency Warning Systems Located at 2 Fairgrounds Road, Siasconset Fire Station and Madaket Fire Station to be Tested on Thursday, February 25, 2016 Starting at 10:00 AM.
2. Voter Registration Deadline for 2016 Annual Town Meeting is Friday, March 11 at 8:00 PM.
3. The Board of Selectmen Meeting is Being Video/Audio Recorded.

IV. PUBLIC COMMENT*

V. NEW BUSINESS*

VI. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Payroll Warrant for Week Ending February 21, 2016.
2. Approval of Treasury Warrants for February 24, 2016.
3. Approval of Pending Contracts for February 24, 2016 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

VII. CONSENT ITEMS

1. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale

Parcels Known as Parcel J, Waverly Street and Parcel M, Adams Street as Shown on Plan of Land Entitled "Plan to Acquire Land for General Municipal Purposes, Vernon Street, Waverly Street and Adams Street in Nantucket, Massachusetts, Prepared for Town of Nantucket," Dated September 9, 2010, Revised February 7, 2011, Prepared by Nantucket Surveyors, LLC and Recorded with Nantucket County Registry of Deeds as Plan No. 2011-16, Pursuant to Vote on Article 77 of 2010 Annual Town Meeting.

2. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel 1, Beach Plum Avenue as Shown on Plan of Land Entitled "Paper Street Acquisition Plan, Town of Nantucket, Nantucket, Mass., Portion of Beach Plum Avenue," Dated November 10, 2015, Prepared by Ackme Survey LLC and Recorded with Nantucket County Registry of Deeds as Plan No. 2015-107, Pursuant to Vote on Article 97 of 2014 Annual Town Meeting.
3. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel I, Plum Street, Mequash Avenue and Woodbine Street as Shown on Plan of Land Entitled "Roadway Acquisition Plan in Nantucket, Mass. of Mequash Avenue, Plum Street, Woodbine Street," Dated October 3, 2013, Prepared by Bracken Engineering, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2013-58, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.
4. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel C, Mequash Avenue as Shown on Plan of Land Entitled "Roadway Acquisition Plan in Nantucket, Mass. of Mequash Avenue, Plum Street, Woodbine Street," Dated October 3, 2013, Prepared by Bracken Engineering, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2013-58, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.
5. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel G, Plum Street and Mequash Avenue as Shown on Plan of Land Entitled "Roadway Acquisition Plan in Nantucket, Mass. of Mequash Avenue, Plum Street, Woodbine Street," Dated October 3, 2013, Prepared by Bracken Engineering, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2013-58, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.
6. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel E, Mequash Avenue and Naushon Way as Shown on Plan of Land Entitled "Roadway Acquisition Plan in Nantucket, Mass. of

Mequash Avenue, Plum Street, Woodbine Street,” Dated October 3, 2013, Prepared by Bracken Engineering, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2013-58, Pursuant to Votes on Article 77 of 2010 Annual Town Meeting and Article 99 of 2011 Annual Town Meeting.

7. Planning Office: Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel H, Holly Street as Shown on Plan of Land Entitled “Roadway Disposition Plan in Nantucket, Mass. of Holly Street,” Dated March 27, 2015, Prepared by Bracken Engineering, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2015-25, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting; and Request for Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcel Known as Parcel J, Woodbine Street as Shown on Plan of Land Entitled “Roadway Acquisition Plan in Nantucket, Mass. of Mequash Avenue, Plum Street, Woodbine Street,” Dated October 3, 2013, Prepared by Bracken Engineering, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2013-58, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.
8. Planning Office: Request for Execution of Release of Easement of Portions of Woodbine Street, White Street and MacLean Street as Shown as Easement Area on Plan of Land Entitled “Proposed Taking of Easement for General Municipal Purposes in Nantucket, Mass.,” Dated December 6, 2012, Prepared by Charles W. Hart and Associates, Inc. and Recorded with Nantucket County Registry of Deeds in Book 1378, Page 224 Pursuant to Votes on Article 101 of 2010 Annual Town Meeting and Article 84 of 2012 Annual Town Meeting.

VIII. CITIZEN/DEPARTMENTAL REQUESTS

1. Request for Execution of Proposed Temporary License Agreement to Allow for Residential Construction and/or Improvements on Parcel of Land Situated on 6 New Hampshire Avenue, Map 60.3.1 as Parcel 412 in said Nantucket, Shown as Lots 1 and 2 in Block 32 on the Plan Numbered 2408-M, Filed with Certificate of Title No. 66 with Nantucket Registry District of the Land Court.
2. Nantucket Island Chamber of Commerce: Request for Execution of MassDOT Event Notification Form for Daffodil Parade on Milestone Road to be Held Saturday, April 30, 2016.
3. Nantucket Island Chamber of Commerce: Request for Waiver of Chapter 54(1)(c) of the Code of the Town of Nantucket for Daffodil Festival Tailgate Picnic in Sconset.

IX. PUBLIC HEARINGS

1. Public Hearing to Consider Adopting Fees Associated with Town of Nantucket Film, Video, and Photography Policy (Effective February 3, 2016).

X. TOWN MANAGER'S REPORT

1. Airport Enterprise Fund FY 2017 Projected Budget.

XI. SELECTMEN'S REPORTS/COMMENT

1. Committee Reports.

XII. ADJOURNMENT

** Identified on Agenda Protocol Sheet.*

Board of Selectmen Agenda Protocol:

- **Roberts Rules:** The Board of Selectmen follows Roberts Rules of Order to govern its meetings as per the Town Code and Charter.
- **Public Comment:** For bringing matters of public interest to the attention of the Board. The Board welcomes concise statements on matters that are within the purview of the Board of Selectmen. At the Board's discretion, matters raised under Public Comment may be directed to Town Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Board takes action. Except in emergencies, the Board will not normally take any other action on Public Comment. Any personal remarks or interrogation or any matter that appears on the regular agenda are not appropriate for Public Comment.

Public Comment is not to be used to present charges or complaints against any specifically named individual, public or private; instead, all such charges or complaints should be presented in writing to the Town Manager who can then give notice and an opportunity to be heard to the named individual as per MGL Ch. 39, s 23B.

- **New Business:** For topics not reasonably anticipated 48 hours in advance of the meeting.
- **Public Participation:** The Board welcomes valuable input from the public at appropriate times during the meeting with recognition by the Chair. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Selectmen may have questions on the clarity of information presented. The Board will hear any staff input and then deliberate on a course of action.
- **Selectmen Report and Comment:** Individual Selectmen may have matters to bring to the attention of the Board. If the matter contemplates action by the Board, Selectmen will consult with the Chair and/or Town Manager in advance and provide any needed information by the Thursday before the meeting. Otherwise, except in emergencies, the Board will not normally take action on Selectmen Comment.

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY BOARD OF SELECTMEN
February 24, 2016

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding
Professional Services Agreement	Planning	Tetra Tech	\$9,000	Peer review services of Traffic Assessment for 106 Surfside project	53G Escrow account
Amendment #3 to Professional Services Agreement	Marine Department	CLE Engineering	\$9,950	Engineering services for Polpis Harbor entrance channel dredging; increase original contract amount to \$69,415	Art. 10/2013 ATM
Professional Services Agreement	Finance	Unemployment Tax Management Corp.	\$3,840 for one year	Processing of unemployment claims	Unemployment Insurance Budget
Purchase Agreement	Police Dept	PowerSports Plus	\$15,623.20	Annual replacement purchase of five ATV's for Police Beach Patrol	Beach Revolver
Purchase Agreement	Police Dept	Brite-Lite Electric	\$34,900	Uninterruptible power supply system upgrade for Public Safety Facility Data Center	State 911 Grant
Purchase Agreement	Marine Dept	CE Beckman Co.	Not to exceed \$34,999 over three years	Purchase of marine grade supplies	Waterways Fund/Marine Operating
Purchase Agreement	IT Dept	Tyler Technologies	\$126,828.60	Maintenance and support services for Munis software	IT Operational Budget
TABLED FROM FEBRUARY 17, 2016					
Construction Agreement	DPW/Town Admin	Maron Construction	\$795,800	Construction of Children's Beach bath house addition	Art. 10/2013 ATM and Art. 10/2015 ATM

Erika Mooney

From: Andrew Vorce
Sent: Friday, February 05, 2016 5:03 PM
To: Vicki Marsh; Erika Mooney; Libby Gibson
Subject: FW: Real Estate Assessment Committee - Meeting Posting - Friday February 5, 2016 - 2:00 PM - 16 Broad Street Conference Room
Attachments: Meeting Posting - 2.5.16 - revised.pdf

FYI for Feb. 24 agenda. All closings (in Item 5 attached) were unanimously recommended by REAC today so they should be on consent agenda (if all are ready to move forward) as stated by the Chairman at the last meeting. The list will need to be refined so this is preliminary at this point, but the map references are correct.

From: John Brescher [<mailto:john@gliddenandglidden.com>]
Sent: Wednesday, February 03, 2016 9:29 AM
To: Meeting Postings
Cc: Rhoda H. Weinman; Katherine Cabral; Andrew Vorce
Subject: RE: Real Estate Assessment Committee - Meeting Posting - Friday February 5, 2016 - 2:00 PM - 16 Broad Street Conference Room

Good morning!

There was a slight change to the agenda. The meeting time and location are still the same. Please see attached and re-post.

Best,
John

John B. Brescher, Esquire
Glidden & Glidden, P.C.
37 Centre Street / PO Box 1079
Nantucket, Massachusetts 02554
508-228-0771
508-228-6205 (fax)
john@gliddenandglidden.com

From: John Brescher
Sent: Tuesday, February 02, 2016 2:23 PM
To: 'meetingpostings@nantucket-ma.gov' <meetingpostings@nantucket-ma.gov>
Cc: 'Rhoda H. Weinman' <weinman@nantucketislandlaw.net>; 'Katherine Cabral' <kcabral@nantucket-ma.gov>
Subject: Real Estate Assessment Committee - Meeting Posting - Friday February 5, 2016 - 2:00 PM - 16 Broad Street Conference Room

Hello,

Attached please find the meeting posting for the Real Estate Assessment Committee. We are scheduled to meet Friday February 5, 2016 at 2:00 pm at the 16 Broad Street Conference Room. Please let me know if you need anything else.

Thanks.

Best,
John

John B. Brescher, Esquire
Glidden & Glidden, P.C.



MEETING POSTING

TOWN OF NANTUCKET

Pursuant to MGL Chapter 30A, § 18-25

All meeting **notices and agenda** must be filed and time stamped with the Town Clerk's Office and posted at least 48 hours prior to the meeting (excluding Saturdays, Sundays and Holidays)



Committee/Board/s | Real Estate Assessment Committee

Day, Date, and Time | Friday February 5, 2016; 2:00 PM

Location / Address | 16 Broad Street – Conference Room

**Signature of Chair or
Authorized Person**

WARNING:

**IF THERE IS NO QUORUM OF MEMBERS PRESENT, OR IF
MEETING POSTING IS NOT IN COMPLIANCE WITH THE OML
STATUTE, NO MEETING MAY BE HELD!**

AGENDA

Please list below the topics the chair reasonably anticipates will be discussed at the meeting

1. Call To Order
2. Approval of Minutes
3. Discussion with Town Assessor
4. Discussion re: valuation matrix
5. Discussion re: closings:
 - a. Plan No. 2013-58 – Parcel G, Parcel E, Parcel I, Parcel C, Parcel J
 - b. Release of Easement Rights – Woodbine/White/MacLean Streets (See Taking in Book 1378, Page 213)
 - c. Plan No. 2015-25 – Parcel H
 - d. Plan No. 2011-10 - Parcel A-1 and portion of Lot 2 on Plan No. 2012-61
 - e. Plan No. 2011-16 - Parcel J and Parcel M
 - f. Plan No. 2009-24 – Parcel T-9 and Land Court S Petition for 29 Nonantum
 - g. West Chester Street Parcel (from 1/27 BOS meeting)
 - h. Unnamed way off Franklin Street (from 1/27 BOS meeting)
 - i. Beach Plum Ave / So. Shore Road (from 1/27 BOS meeting)
6. Discussion re: Town Meeting Warrant Articles 87, 88, and 89
7. Other Business
8. Date and time of next meeting
9. Adjournment

**REAL ESTATE ASSESSMENT COMMITTEE
MINUTES FROM FRIDAY, FEBRUARY 5, 2016, MEETING**

DRAFT

The Chair called the meeting to order at 2:04 p.m.

Members in Attendance: Rhoda H. Weinman, John B. Brescher, Neil Marttila, Thomas Barada and Lee Saperstein.

Staff in Attendance: Andrew Vorce and
Town Assessor: Debbie Dilworth

1. Minutes from the Friday, January 22, 2016 meeting were unanimously approved.
2. Debbie Dilworth explained to the Committee about the factors that she uses in assessing properties on Nantucket. She explained the neighborhood factor, and also the factor used for properties that are waterfront or have water views. The Assessor gave the Committee a handout showing the neighborhood waterfront/water view factors, and answered questions.
3. There was a discussion about the potential recommendation for pricing the properties that come before the Committee, and it was agreed that the pricing would be One (\$1,00) Dollar per square foot, with a neighborhood factor and a waterfront/water view factor as follows: (yard sale price = One Dollar (\$1) per square footage of lot times (X) neighborhood factor as determined by the Assessor where the baseline is 1 and cannot be less than 1 and times (X) special assessment for waterfront or water view lots as determined by the Assessor). It was agreed that a firm proposal would be brought to the next meeting, and voted upon so it could be presented to the Board of Selectmen.
4. The Committee reviewed each of the following potential closings, which had already had pricing committed with the exception of the last two where the Committee recommended pricing per the list below and recommended approval on all of them.
 - (a) Plan File No. 2013-58 – Parcel G, Parcel E, Parcel I, Parcel C & Parcel J
 - (b) Release of Easement Rights- Woodbine/White/MacLean Streets (Taking in Book 1378, Page 213.)
 - (c) Plan No. 2015-25 – Parcel H
 - (d) Plan No. 2011-10 – Parcel A-1 and portion of Lot 2 on Plan 2012-61
 - (e) Plan No. 2011-16 – Parcel J and M
 - (f) Plan No. 2009-24 – Parcel T-9 and Land Court S-Petition for 29 Nonantum
 - (g) West Chester Street Parcel (from 1/27/16 BOS meeting).

- (h) Unnamed way off Franklin Street (from 1/27/16 BOS meeting)
RECOMMENDED PRICE PER COMMITTEE - \$1,515.00**
- (i) Beach Plum Ave./So. Shore Road (from 1/27/16 BOS meeting)
RECOMMENDED PRICE PER COMMITTEE - \$2,197.00**

5. Discussion of Town Meeting Articles 87, 88, and 89.

Article 87 is a clean-up Article resulting from previous action by the Airport Commission. Committee recommended approval subject to One Big Beach Easement.

Article 88 is also a clean-up article as the appropriate deeds were never recorded, and this article would allow the Town to convey the property to the Nantucket Islands Land Bank. A confirmatory taking is required. Committee recommended approval.

Article 89 – The property is in tax title, and this Article would allow the Town to acquire it. There could be a possible adverse possession claim. Committee recommended approval.

6. Time and Date of Next Meeting

The next meeting will be held on Thursday, March 3, 2016, at 2 p.m. at the 16 Broad Street Conference Room.

7. Adjournment

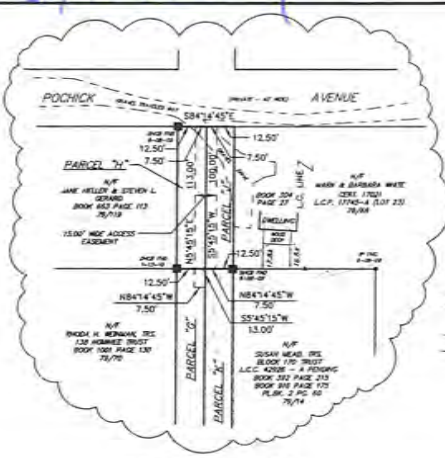
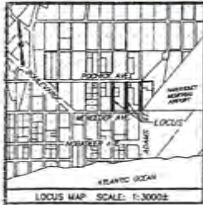
A motion was made and seconded to adjourn the meeting at 3:42 p.m.

Real Estate Items - 2/24/2016

CONSENT ITEMS

<u>Parcel</u>	<u>Purchaser</u>	<u>Purchase Price</u>	<u>Town Meeting Vote</u>	<u>Plan No.</u>	<u>Attorney</u>
Parcel J, Waverly Street & Parcel M, Adams Street (includes easement)	Mark & Barbara White	\$7,500	A 77/2010 ATM	2011-16	Rhoda Weinman
Parcel 1, Beach Plum Avenue	Catherine E. Conte, Trustee, Southern Realty Trust	\$2,197	A 97/2014 ATM	2015-107	Arthur Reade
Parcel I, Plum Street, Mequash Avenue and Woodbine Street (includes easement)	John Wolff	\$5,000	A 99/2011 ATM	2013-58	Ryan Kelly
Parcel C, Mequash Avenue (includes easement)	Scott Strah & Catriona Martin	\$2,500	A 99/2011 ATM	2013-58	--
Parcel G, Plum Street & Mequash Avenue	Jennifer L. Nelson	\$5,000	A 99/2011 ATM	2013-58	--
Parcel E, Mequash Avenue & Naushon Way	Michael T. & Patricia O. Kepenash	\$500	A77/2010 ATM	2013-58	--
Parcel H, Holly Street	Robert G. & Michelle C. Atchinson	\$5,000	A99/2011 ATM	2015-25	Patricia Halsted
Parcel J, Woodbine Street (includes easement)	Robert G. & Michelle C. Atchinson	\$2,500	A99/2011 ATM	2013-58	Patricia Halsted
Release of Easement of Portions of Woodbine Street, White Street and MacLean Street	James & Mary Taaffe	--	A101/2010 ATM & A84/2012 ATM	Book 1378, Page 224	--

Parcel J, Waverly St + Parcel M, Adams St



DETAIL ACCESS EASEMENT
SCALE 1"=40'

- NOTES:
1. THE PREMISES SHOWN ON THIS PLAN ARE LOCATED WITHIN THE "X" ZONE AS DELINEATED ON THE "TOWN MAP OF COMMUNITY NO. 250225 0012 D" MAP REVISED 11/06/1996 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
 2. THE PLANNING BOARD DETERMINES THAT: LOT(S) PARCELS "A" THRU "P" DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BYLAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.
 3. PLAN REFERENCE: PLAN NO. 2010-51.

PARCEL NO.	MAP & PLOT	AREA	OWNER N/T
A	79-72	5,000± S.F.	WILLIAM D. & BONNIE M. STRITTMAYER
B	79-70	10,000± S.F.	RHODA H. MENNAN, TRUSTEE
C	79-15	3,000± S.F.	NEIL J. RUTHER, TRUSTEE
D	79-15	3,000± S.F.	NEIL J. RUTHER, TRUSTEE
E	79-70	3,000± S.F.	RHODA H. MENNAN, TRUSTEE
F	79-119	2,000± S.F.	JANE HELLER & STEVEN L. GERARD
G	79-58	2,000± S.F.	MARK & BARBARA WHITE
H	79-14	8,000± S.F.	SUSAN MEAD, TRUSTEE
I	79-14	3,064± S.F.	SUSAN MEAD, TRUSTEE
J	79-68	14,900± S.F.	MARK & BARBARA WHITE
K	79-13	1,100± S.F.	TOWN OF NANTUCKET
L	79-13	938± S.F.	TOWN OF NANTUCKET

PLAN TO ACQUIRE LAND FOR
GENERAL MUNICIPAL PURPOSES
VERNON STREET, WAVERLY STREET
AND ADAMS STREET

NANTUCKET, MASSACHUSETTS

PREPARED FOR:

TOWN OF NANTUCKET

SCALE: 1"=40' DATE: SEPTEMBER 9, 2010
REVISED: FEBRUARY 7, 2011 (RECONFIGURED
PARCELS: "B", "L", "M", "N" AND "P", REMOVED
PARCELS: "C" AND "D", AND ADDED ACCESS EASEMENT)

NANTUCKET SURVEYORS, LLC
3 WINDY WAY
NANTUCKET, MA 02554

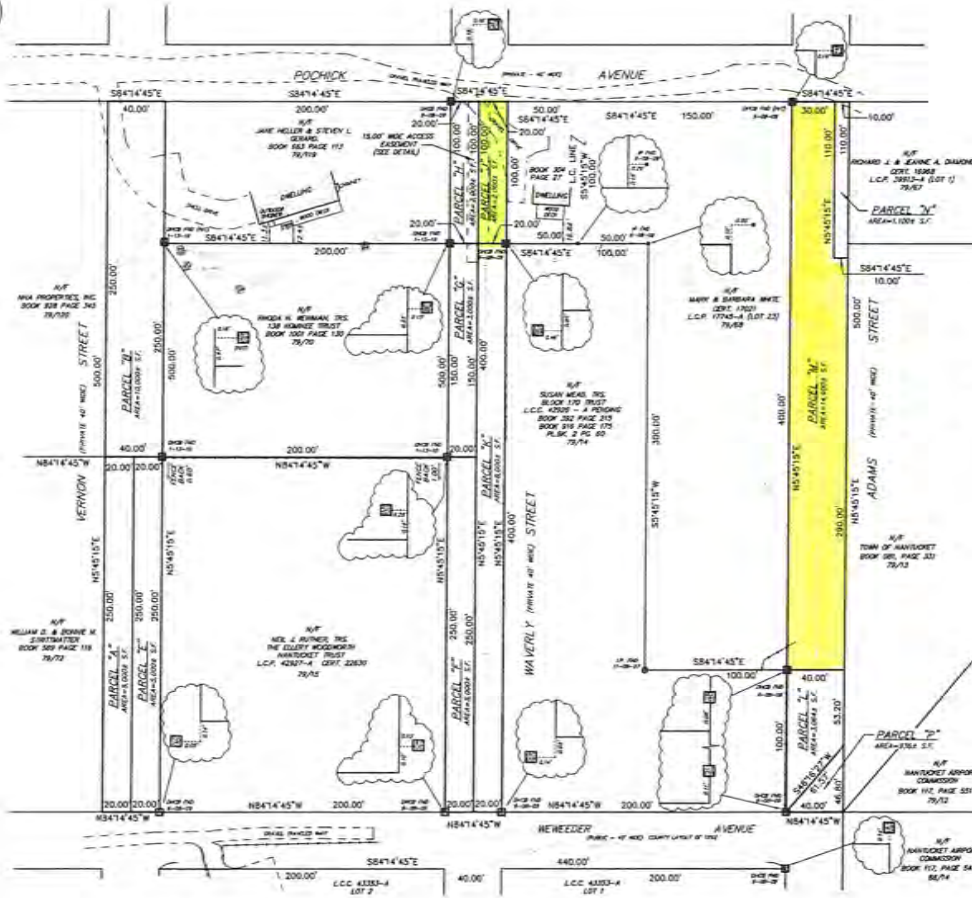
SCALE: 1"=40'



LEGEND:
DASHED LINE DRILL HOLE/CONCRETE BOUND
FND FOUND
IP IRON PIPE
N/T NOW OR FORMERLY
P POST & RAIL FENCE
L.C.C. LAND COURT CERTIFICATE
L.C.P. LAND COURT PLAN

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN
PREPARED IN ACCORDANCE WITH THE RULES
AND REGULATIONS OF THE REGISTERS OF DEEDS
OF THE COMMONWEALTH OF MASSACHUSETTS.

PROFESSIONAL LAND SURVEYOR
DATE



2011 RECORDING
BK: Pg 2 Page 8
Doc PLAN 05170011 01:18 PM

NANTUCKET REGISTRY OF DEEDS
Date: 5.12.2011
Time: 1:16 PM
Plan BK: PG:
Plan NO: 2011-16
Submitted: Sonja F. Fenech
Agent: Register
Sheet 1 of 1
RESERVED FOR REGISTRY USE ONLY

NANTUCKET BOARD OF SELECTMEN
APPROVED PURSUANT TO ARTICLES 78 & 79
ANNUAL TOWN MEETING APRIL 5, 2010.

PATRICIA ROOSENBOM, CHAIRMAN
DEAN CHAZKOW
WESLEY WELLES
JOHN WELLES
ROCK ALEXANDER
DATE

PLANNING BOARD ENDORSEMENT DOES
NOT CONSTITUTE A DETERMINATION OF
COMFORMANCE UNDER ZONING.

NANTUCKET PLANNING BOARD

APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
NOT REQUIRED

JOHN WELLES, CHAIRMAN
WESLEY WELLES
JOHN WELLES
DATE APPROVED: 10-07-2011
DATE SIGNED: 09-09-2011
FILE NO: 2295

Parcel 1, Beach Plum Ave

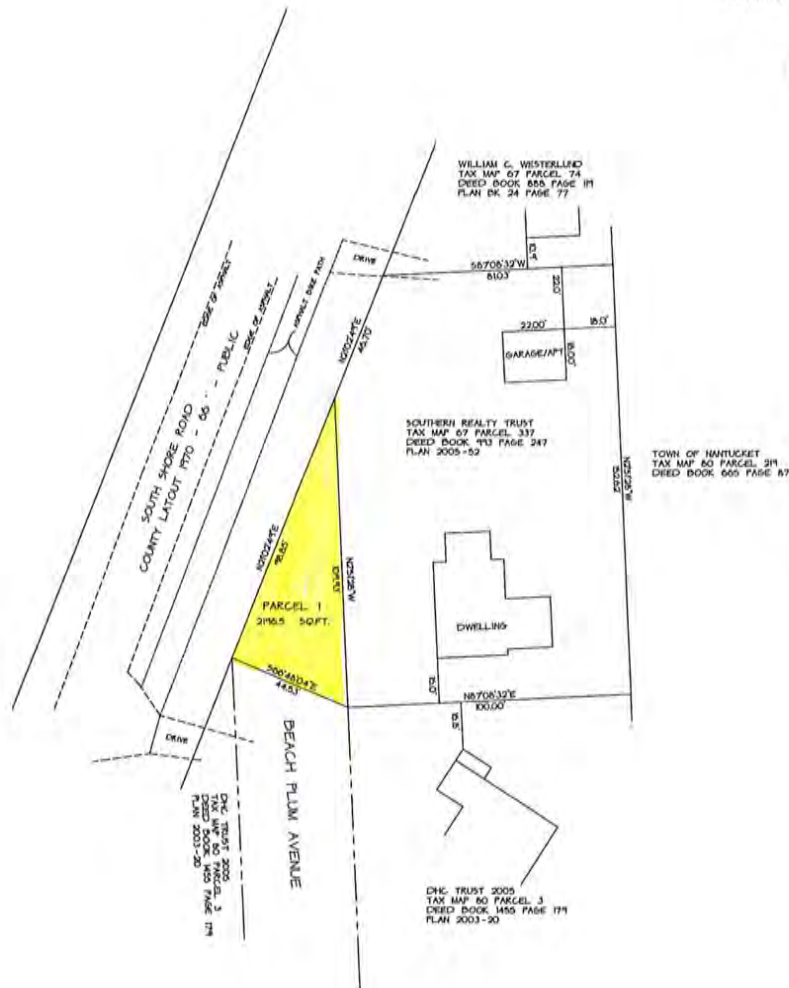
ZONE: R-40
MIN LOT: 40,000SF
FRONTAGE: 75FT
G/C: 10%
FRONT YARD: 30FT
SIDE/REAR YARD: 10FT

THE PLANNING BOARD DETERMINES THAT THE PARCEL SHOWN DO NOT CONTAIN AREAS SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BYLAW, BUT STILL MAY BE SUBJECT TO THE PROTECTION UNDER STATE AND LOCAL WETLAND BYLAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION.

REFERENCE PLAN: BOOK 16 PAGE 71

N ORTH

STATE PLANE ISLAND ZONE



PAPER STREET ACQUISITION PLAN
TOWN OF NANTUCKET
NANTUCKET, MASS.
PORTION OF BEACH PLUM AVENUE
SCALE 1" = 30' 11-10-2015
ACKME SURVEY LLC
PO BOX 1448
NANTUCKET, MASS.

TOWN OF NANTUCKET
BOARD OF SELECTMEN

APPROVAL NOT REQUIRED
NANTUCKET PLANNING BOARD



2015 0000010
Bk: Pg: 0 Page: 0
Doc: PLAN 12/17/2015 03:31 PM

NANTUCKET REGISTRY
OF DEEDS
Date: December 17, 2015
Time: 3:31 PM
Plan No: 2015-107
Attest: *[Signature]*
Register
Sheet 1 of 1



I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE
[Signature]
[Signature]
[Signature]
[Signature]

DATE 11-19-15
FILE NUMBER 7902
[Signature]
[Signature]
[Signature]

Parcel I, Plum St, Mequash Ave, Woodbine St

3013 10/24/2013
 BK: Pg. 2, Page 0
 DVC PLAN 10/24/2013 03:24 PM

NANTUCKET REGISTRY
 OF DEEDS
 Date: 10-14-2013
 Time: 3:13
 Plan No: 1013-13
 SHEET 1 of 1

RESERVED FOR REGISTRY USE

I CERTIFY THAT THIS PLAN HAS BEEN
 PREPARED IN CONFORMANCE WITH THE
 RULES AND REGULATIONS OF THE
 REGISTRY OF DEEDS OF THE
 COMMONWEALTH OF MASSACHUSETTS.



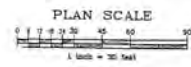
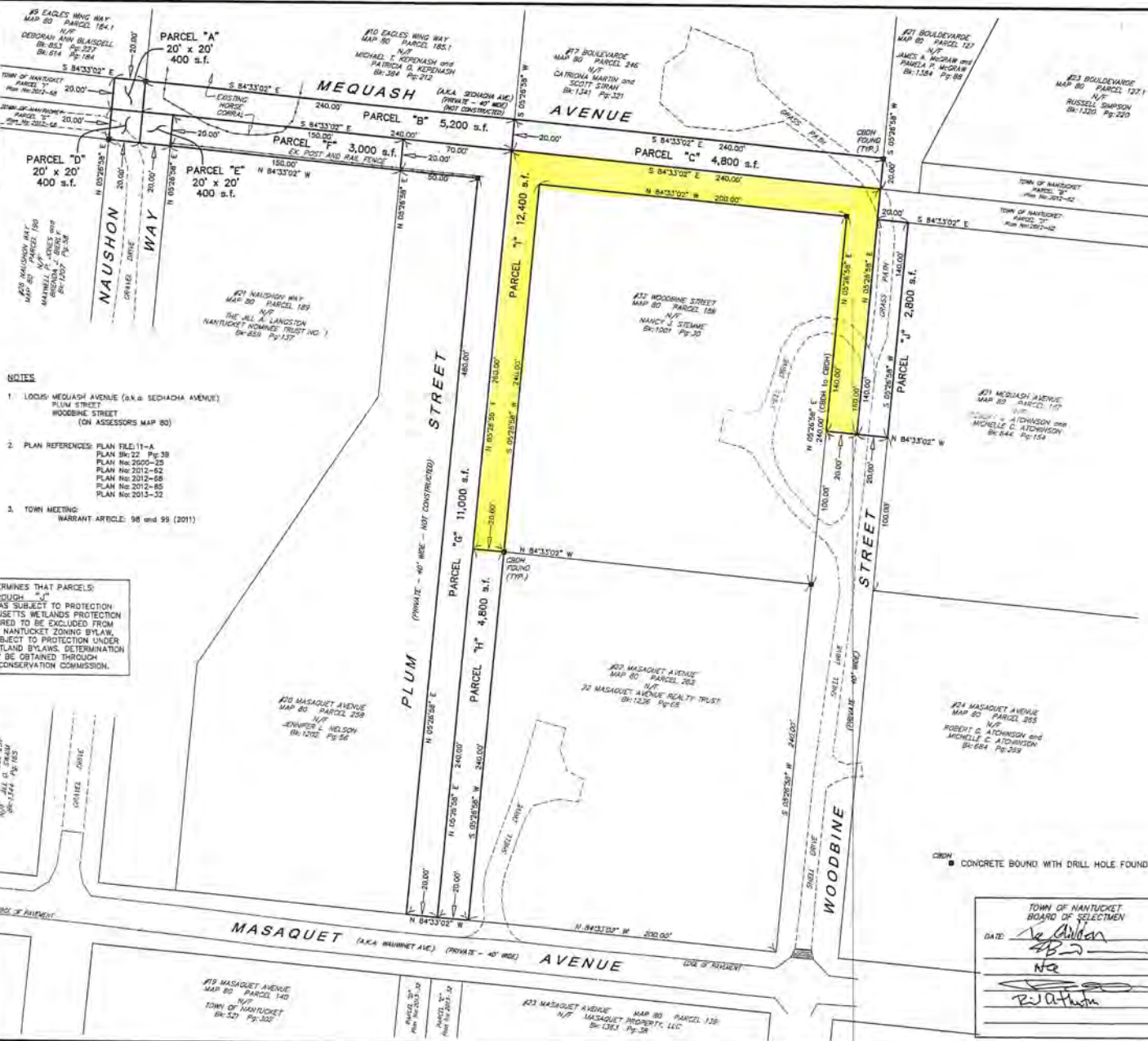
ALAN M. GRAY, PLS
 MASSACHUSETTS REG.
 No. 37732

NOTES

1. LOCUS: MEQUASH AVENUE (AKA SEDACHA AVENUE)
 PLUM STREET
 WOODBINE STREET
 (ON ASSESSORS MAP 80)
2. PLAN REFERENCES: PLAN FILE: 11-A
 PLAN 2012-22 Pg. 38
 PLAN 2012-23
 PLAN 2012-62
 PLAN 2012-58
 PLAN 2012-85
 PLAN 2013-32
3. TOWN MEETING:
 WARRANT ARTICLE: 98 and 99 (2011)

THE PLANNING BOARD DETERMINES THAT PARCELS:
 "A" THROUGH "J"
 DO NOT CONTAIN AREAS SUBJECT TO PROTECTION
 UNDER THE MASSACHUSETTS WETLANDS PROTECTION
 ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM
 LOT AREA UNDER THE NANTUCKET ZONING BYLAW,
 BUT STILL MAY BE SUBJECT TO PROTECTION UNDER
 STATE AND LOCAL WETLAND BYLAWS. DETERMINATION
 OF APPLICABILITY MAY BE OBTAINED THROUGH
 APPLICATION TO THE CONSERVATION COMMISSION.

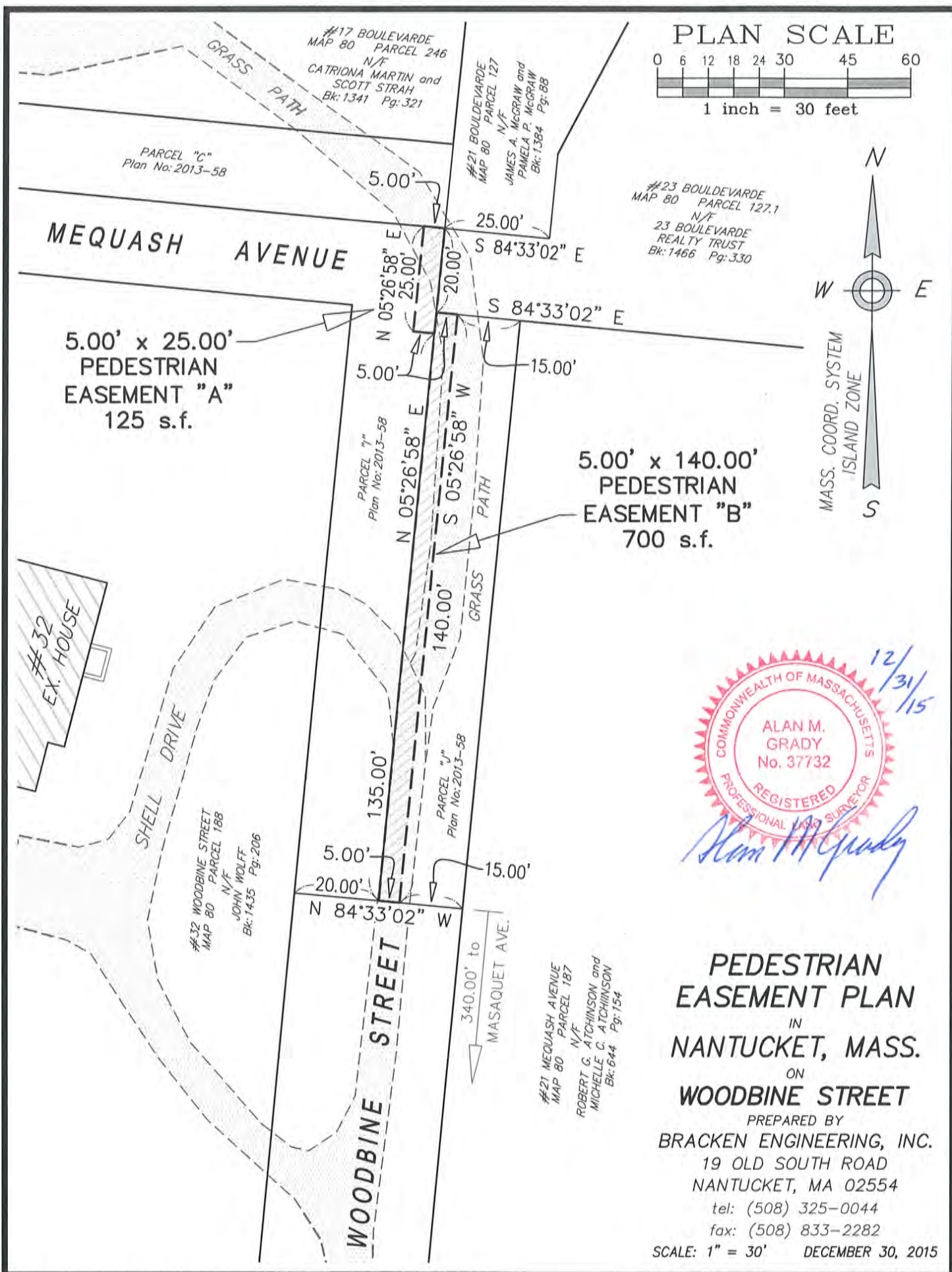
ZONING CLASSIFICATION: LMD-1
 MINIMUM LOT SIZE: 40,000 s.f.
 MINIMUM FRONTAGE: 100'
 FRONT YARD SETBACK: 30'
 REAR/SIDE YARD SETBACK: 10'
 GROUND COVER RATIO: 7%



ROADWAY
 ACQUISITION PLAN
 IN
 NANTUCKET, MASS.
 OF
 MEQUASH AVENUE
 PLUM STREET
 WOODBINE STREET
 PREPARED BY
 BRACKEN ENGINEERING, INC.
 19 OLD SOUTH ROAD
 NANTUCKET, MA 02554
 tel: (508) 325-0044
 fax: (508) 833-2282
 OCTOBER 3, 2013
 SCALE: 1" = 30'

TOWN OF NANTUCKET
 BOARD OF SELECTMEN
 DATE: 10-14-2013
 N/A
 R. J. Atherton

APPROVAL UNDER SUBDIVISION
 CONTROL LAW NOT REQUIRED
 NANTUCKET PLANNING BOARD
 DATE ENCLOSED: 10-17-13





BL: Pg 2 Page 3
Doc: PLAN 1020013 03:24 PM

NANTUCKET REGISTRY OF DEEDS

Date: 10-24-2013
Plan No: 2013-125

Sheet 1 of 1

RESERVED FOR REGISTRY USE

I CERTIFY THAT THIS PLAN HAS BEEN
PREPARED IN CONFORMANCE WITH THE
RULES AND REGULATIONS OF THE
REGISTRY OF DEEDS OF THE
COMMONWEALTH OF MASSACHUSETTS.



ALAN M. GRADY, PLS.
MASSACHUSETTS REG.
NO. 27732

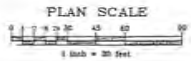
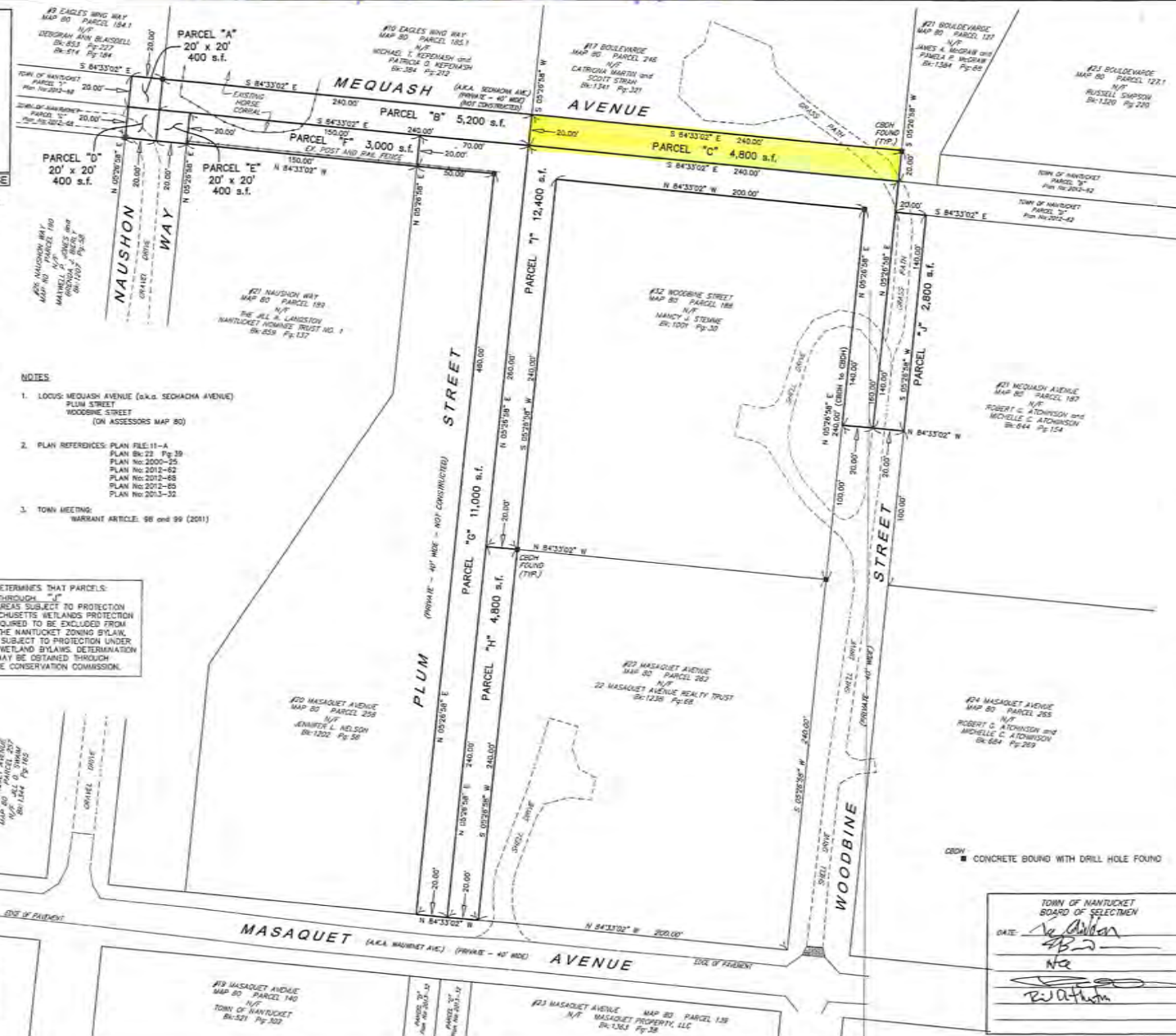
NOTES

1. LOCUS MEQUASH AVENUE (A.K.A. SECHOMA AVENUE)
PLUM STREET
WOODBINE STREET
(ON ASSESSORS MAP 80)
2. PLAN REFERENCES: PLAN FILE 11-A
PLAN No. 22 Pg. 39
PLAN No. 2000-25
PLAN No. 2012-62
PLAN No. 2012-68
PLAN No. 2012-85
PLAN No. 2013-32
3. TOWN MEETING:
WARRANT ARTICLE 98 and 99 (2011)

THE PLANNING BOARD DETERMINES THAT PARCELS:
"A" THROUGH "J"
DO NOT CONTAIN AREAS SUBJECT TO PROTECTION
UNDER THE MASSACHUSETTS WETLANDS PROTECTION
ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM
LOT AREA UNDER THE NANTUCKET ZONING BYLAW,
BUT STILL MAY BE SUBJECT TO PROTECTION UNDER
STATE AND LOCAL WETLAND BYLAWS. DETERMINATION
OF APPLICABILITY MAY BE OBTAINED THROUGH
APPLICATION TO THE CONSERVATION COMMISSION.

ZONING CLASSIFICATION: LUG-1	
MINIMUM LOT SIZE:	40,000 s.f.
MINIMUM FRONTAGE:	100'
FRONT YARD SETBACK:	35'
REAR/YARD SETBACK:	10'
GROUND COVER RATIO:	7%

Parcel C, Mequash Ave

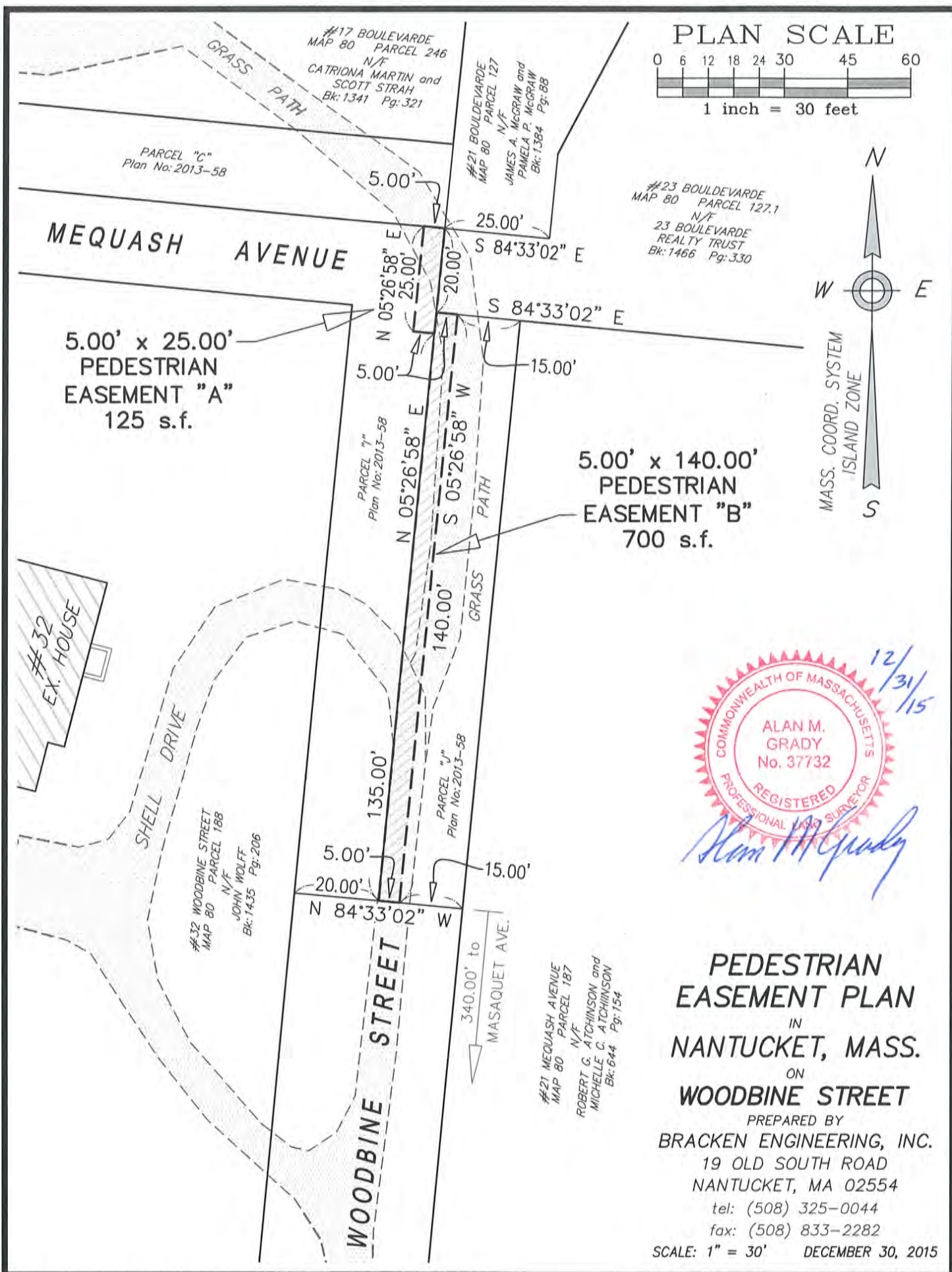


ROADWAY
ACQUISITION PLAN
IN
NANTUCKET, MASS.
OF
MEQUASH AVENUE
PLUM STREET
WOODBINE STREET
PREPARED BY
BRACKEN ENGINEERING, INC.
19 OLD SOUTH ROAD
NANTUCKET, MA 02554
tel: (508) 325-0044
fax: (508) 833-2282
OCTOBER 3, 2013
SCALE: 1" = 30'

APPROVAL UNDER SUBDIVISION
CONTROL LAW NOT REQUIRED
NANTUCKET PLANNING BOARD

FILE NUMBER: 2013
DATE ENDORSED: 10-17-13

TOWN OF NANTUCKET
BOARD OF SELECTMEN
DATE: 10-17-13
By: [Signature]
NR
[Signature]



2013 00000000
Ek: Pg:0 Page:0
Doc: PLAW 10242013 10:14:20

NANTUCKET REGISTRY
OF DEEDS
Date: 10-24-2013
Time: 2:24
Plan No. 2013-55
Sergeant H. Jones
Notary Regular
SHEET 1 of 1

RESERVED FOR REGISTRY USE

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



ALAN M. GRADY, PLS
MASSACHUSETTS REG.
No. 37732

NOTES

1. LOUIS MEQUISH AVENUE (a.k.a. SECHACHA AVENUE)
PLUM STREET
WOODBINE STREET
(ON ASSESSORS MAP 80)
2. PLAN REFERENCES: PLAN FILE: 11-A
PLAN BY: 22, Pg. 58
PLAN No: 2009-25
PLAN No: 2012-62
PLAN No: 2012-68
PLAN No: 2012-85
PLAN No: 2013-32
3. TOWN MEETING:
WARRANT ARTICLE: 98 and 99 (2011)

THE PLANNING BOARD DETERMINES THAT PARCELS:
"A" THROUGH "J"
DO NOT CONTAIN AREAS SUBJECT TO PROTECTION
UNDER THE MASSACHUSETTS WETLANDS PROTECTION
ACT WHICH REQUIRE BE OBTAINED FROM
LOT AREA UNDER THE NANTUCKET ZONING BYLAW,
BUT STILL MAY BE SUBJECT TO PROTECTION UNDER
STATE AND LOCAL WETLAND BYLAWS. DETERMINATION
OF APPLICABILITY MAY BE OBTAINED THROUGH
APPLICATION TO THE CONSERVATION COMMISSION.

ZONING CLASSIFICATION: LUG-1

MINIMUM LOT SIZE	40,000 s.f.
MINIMUM FRONTAGE	100'
FRONT YARD SETBACK	35'
REAR/SIDE YARD SETBACK	10'
GROUND COVER RATIO	7%

#3 MASADUET AVENUE
MAP 20 PARCEL 140
N/T
TOWN OF NANTUCKET
BX-521 PG-302

423 MASADOET AVENUE MAP 80 PARCEL 139
N/T MASADOET PROPERTY, LLC
Sq. 1363 Pct. 28

TOWN OF NANTUCKET
BOARD OF SELECTMEN
DATE: 10/1/01
AB-2
N/A
Bill A. [Signature]

ROADWAY
ACQUISITION PLAN
IN
NANTUCKET, MASS.

OF
MEQUASH AVENUE
PLUM STREET
WOODBINE STREET

PREPARED BY
BRACKEN ENGINEERING, INC.
19 OLD SOUTH ROAD
NANTUCKET, MA 02554
tel: (508) 325-0044
fax: (508) 833-2282
OCTOBER 3, 2013
SCALE: 1" = 30'

APPROVAL UNDER SUBDIVISION
CONTROL LAW NOT REQUIRED
NANTUCKET PLANNING BOARD

FILE NUMBER : 7603
DATE ENDORSED : 10-17-13



80: Pg. 0 Page 1
Civic Plan 10/24/2013 02:24 PM

NANTUCKET REGISTRY
OF DEEDS
Date: 10/24/2013
Time: 2:24
Plan No. 2013-519
Name: *Donna J. Fennell*
Register
SHEET 1 of 1

RESERVED FOR REGISTRY USE

I CERTIFY THAT THIS PLAN HAS BEEN
PREPARED IN CONFORMANCE WITH THE
RULES AND REGULATIONS OF THE
REGISTRY OF DEEDS OF THE
COMMONWEALTH OF MASSACHUSETTS.



ALAN W. GRANT, PLS
MASSACHUSETTS REG.
No. 37733

NOTES

1. LOCUS: MEQUASH AVENUE (A.K.A. SECHACHA AVENUE)
PLUM STREET
WOODBINE STREET
(ON ASSESSORS MAP 80)
2. PLAN REFERENCES: PLAN FILE 11-A
PLAN No. 22 Pg. 38
PLAN No. 2000-25
PLAN No. 2012-62
PLAN No. 2012-68
PLAN No. 2012-65
PLAN No. 2013-32
3. TOWN MEETING:
WARRANT ARTICLE: 98 and 99 (2011)

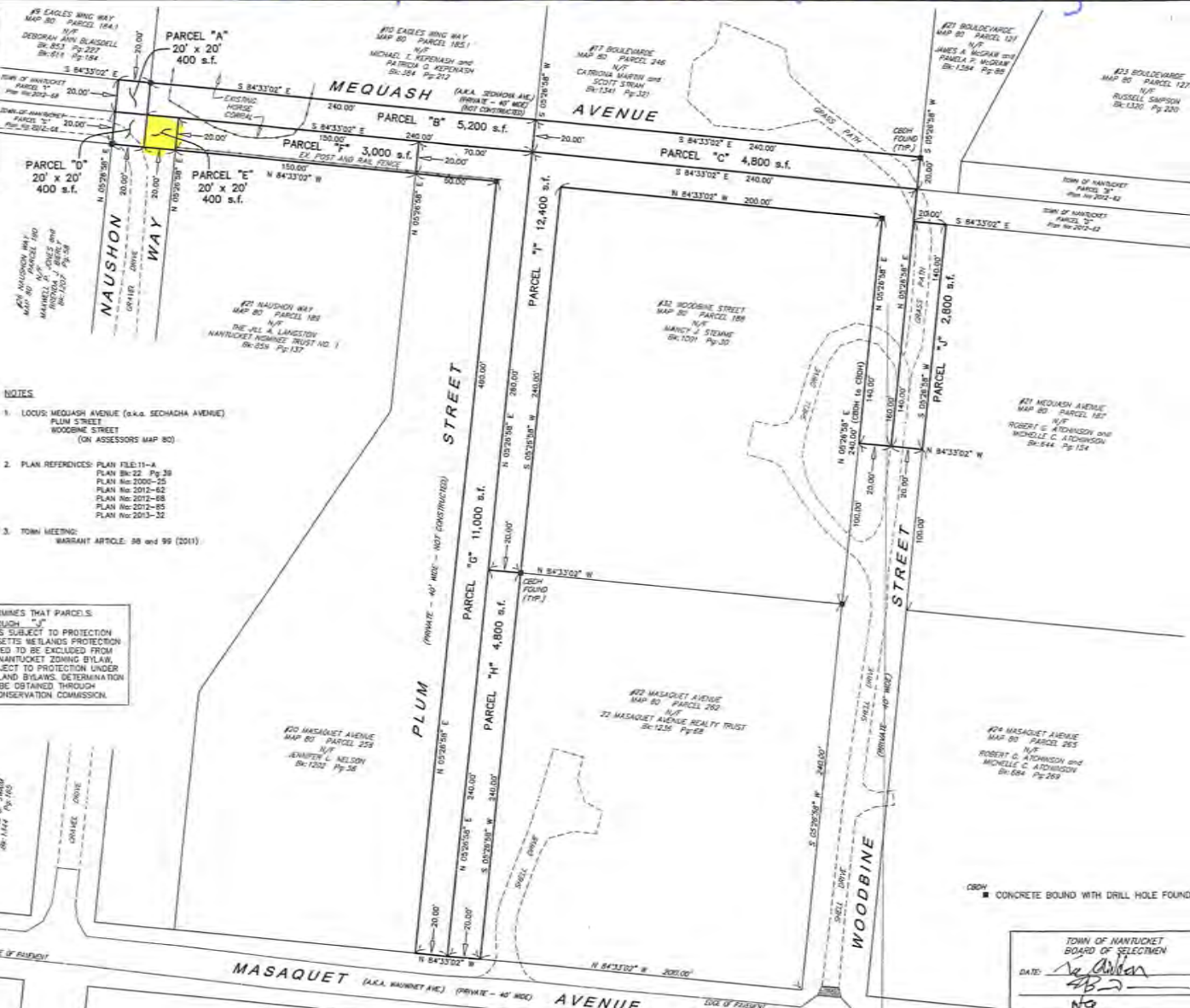
THE PLANNING BOARD DETERMINES THAT PARCELS

"A" THROUGH
"J" DO NOT CONTAIN AREAS SUBJECT TO PROTECTION
UNDER THE MASSACHUSETTS WETLANDS PROTECTION
ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM
LOT AREA UNDER THE NANTUCKET ZONING BYLAW,
BUT STILL MAY BE SUBJECT TO PROTECTION UNDER
STATE AND LOCAL WETLAND BYLAWS. DETERMINATION
OF APPLICABILITY MAY BE OBTAINED THROUGH
APPLICATION TO THE CONSERVATION COMMISSION.

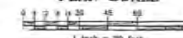
ZONING CLASSIFICATION: LUO-1

MINIMUM LOT SIZE: 40,000 s.f.
MINIMUM FRONTAGE: 100'
FRONT YARD SETBACK: 10'
REAR/SIDE YARD SETBACK: 10'
GROUND COVER RATIO: 7%

Parcel E, Mequash Ave + Naushon Way



PLAN SCALE



ROADWAY ACQUISITION PLAN IN NANTUCKET, MASS.

OF
MEQUASH AVENUE
PLUM STREET
WOODBINE STREET
PREPARED BY
BRACKEN ENGINEERING, INC.
19 OLD SOUTH ROAD
NANTUCKET, MA 02554
tel: (508) 325-0044
fax: (508) 833-2282
OCTOBER 3, 2013
SCALE: 1" = 30'

APPROVAL UNDER SUBDIVISION
CONTROL LAW NOT REQUIRED
NANTUCKET PLANNING BOARD

FILE NUMBER: 4603
DATE ENDORSED: 10-17-13

TOWN OF NANTUCKET
BOARD OF SELECTMEN
DATE: *10/24/2013*
BY: *[Signature]*
NR
[Signature]

PROCEEDS
5/21/2015
2:18 PM
Time:
Plan No: 2015-25
Crawford & Jensen
Sub: Register

Sheet 1 of 1

RESERVED FOR REGISTRY USE

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

ALAN M. GRADY, PLS
MASSACHUSETTS REG.
No. 37732

NOTES

1. LOCUS: HOLLY STREET
(ON ASSESSORS MAP 80)

2. PLAN REFERENCES:

Plan Bk: 23 Pg: 75
Plan File: 11-A
Plan No: 2000-25
Plan No: 2012-62

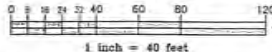
3. TOWN MEETINGS:

WARRANT ARTICLE:
98 and 99 (2011)

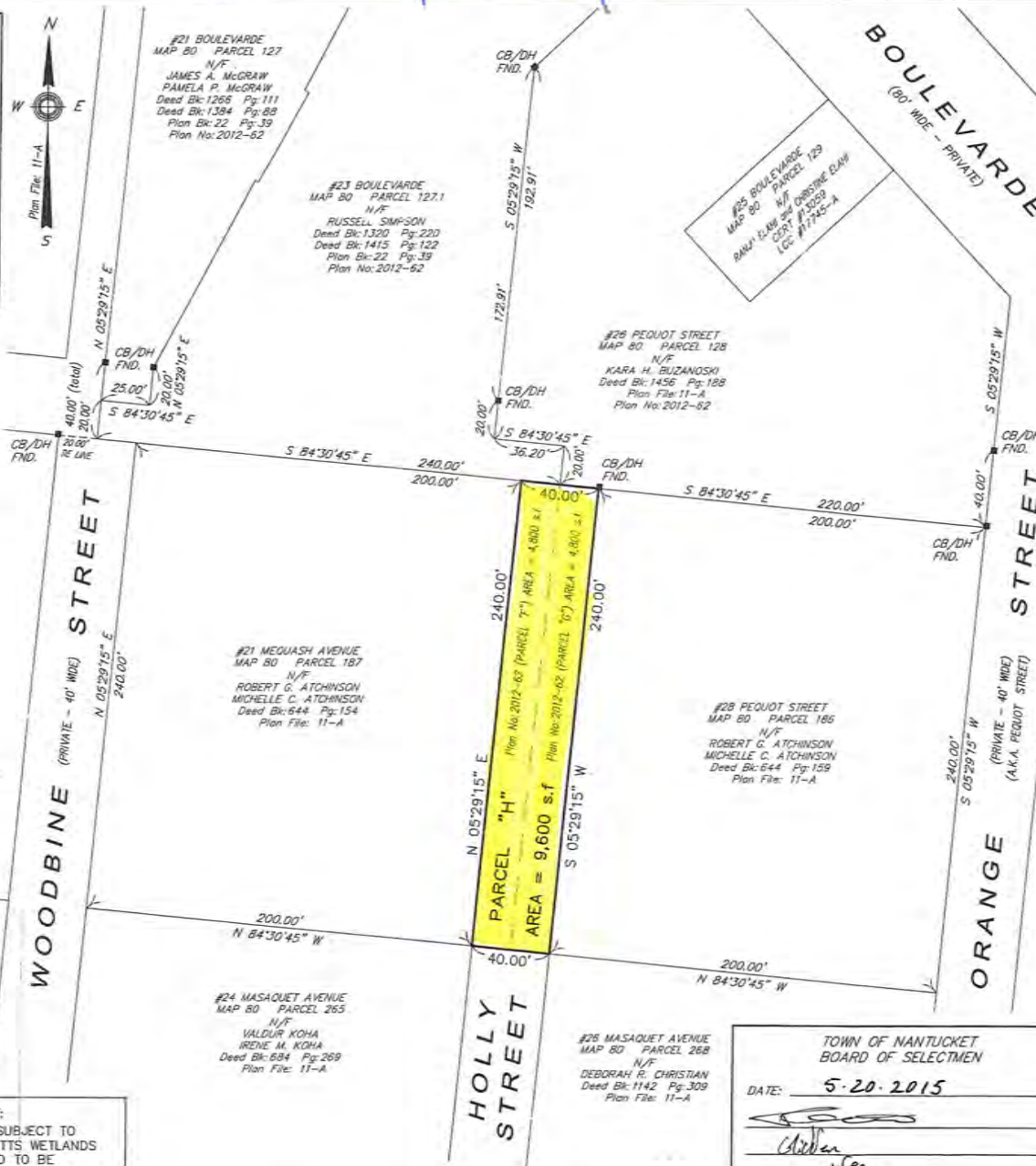
CB/DH FND.
(CONCRETE BOUND WITH
DRILL HOLE FOUND)

THE PLANNING BOARD DETERMINES THAT:
LOT "H" DOES NOT CONTAIN AREA SUBJECT TO PROTECTION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BYLAW, BUT STILL MAY BE SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BYLAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION COMMISSION

PLAN SCALE



Parcel H, Holly St



LOCUS MAP SCALE: 1"=500'

ZONING CLASSIFICATION: LUG-1

MINIMUM LOT SIZE: 40,000 s.f.
MINIMUM FRONTAGE: 100'
FRONT YARD SETBACK: 35'
REAR/SIDE YARD SETBACK: 10'
GROUND COVER RATIO: 7%

ROADWAY
DISPOSITION PLAN
IN
NANTUCKET, MASS.

OF
HOLLY STREET
PREPARED BY
BRACKEN ENGINEERING, INC.

19 OLD SOUTH ROAD
NANTUCKET, MA 02554
tel: (508) 325-0044
fax: (508) 833-2282
MARCH 27, 2015
SCALE: 1" = 40'

APPROVAL UNDER SUBDIVISION
CONTROL LAW NOT REQUIRED
NANTUCKET PLANNING BOARD

TOWN OF NANTUCKET
BOARD OF SELECTMEN

DATE: 5-20-2015

[Signatures]

[Signatures]
FILE NUMBER: 7830
DATE ENDORSED: 05-11-15



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Parcel T, woodbine St

NANTUCKET REGISTRY
OF DEEDS
Date: 10-24-2013
Time: 2:23
Plan No: 2013-56
None
SHEET 1 of 1

RESERVED FOR REGISTRY USE
I CERTIFY THAT THIS PLAN HAS BEEN
PREPARED IN CONFORMANCE WITH THE
RULES AND REGULATIONS OF THE
REGISTRY OF DEEDS OF THE
COMMONWEALTH OF MASSACHUSETTS.

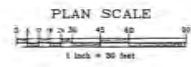
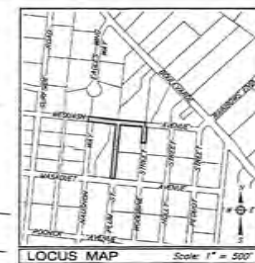
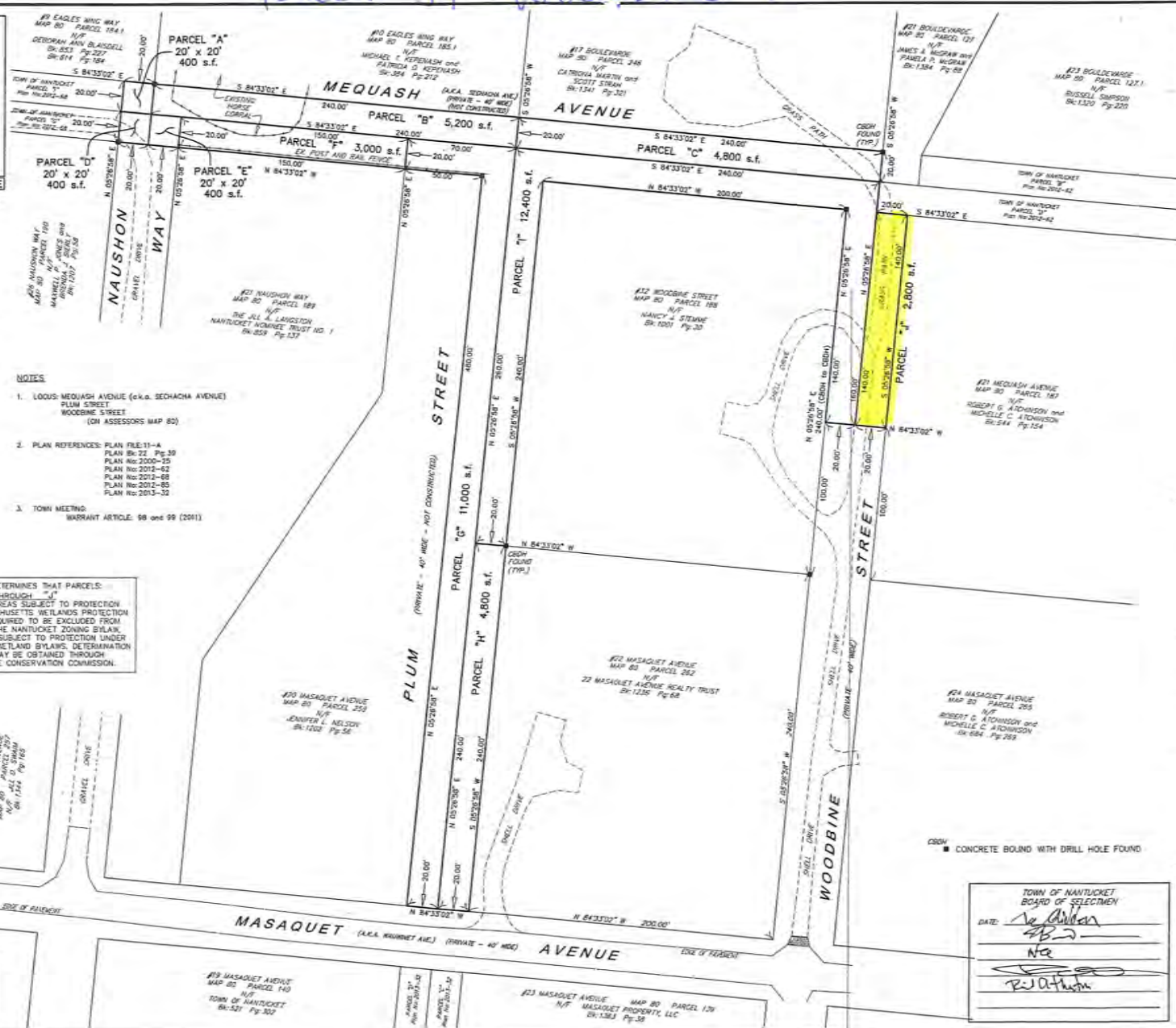


ALAN M. GRADY, PLS
MASSACHUSETTS REG.
No. 37732

- NOTES
1. LOCUS: MEQUASH AVENUE (e.k.a. SEDACHA AVENUE)
PLUM STREET
WOODBINE STREET
(ON ASSESSORS MAP 80)
 2. PLAN REFERENCES: PLAN FILE#1-A
PLAN No. 22 Pg. 30
PLAN No. 2000-25
PLAN No. 2010-42
PLAN No. 2012-68
PLAN No. 2012-85
PLAN No. 2013-32
 3. TOWN MEETING:
WARRANT ARTICLE: 98 and 99 (2011)

THE PLANNING BOARD DETERMINES THAT PARCELS:
"A" THROUGH "J"
DO NOT CONTAIN AREAS SUBJECT TO PROTECTION
UNDER THE MASSACHUSETTS WETLANDS PROTECTION
ACT WHICH ARE REQUIRED TO BE EXCLUDED FROM
LOT AREA UNDER THE NANTUCKET ZONING BYLAW.
BUT STILL MAY BE SUBJECT TO PROTECTION UNDER
STATE AND LOCAL WETLAND BYLAWS. DETERMINATION
OF APPLICABILITY MAY BE OBTAINED THROUGH
APPLICATION TO THE CONSERVATION COMMISSION.

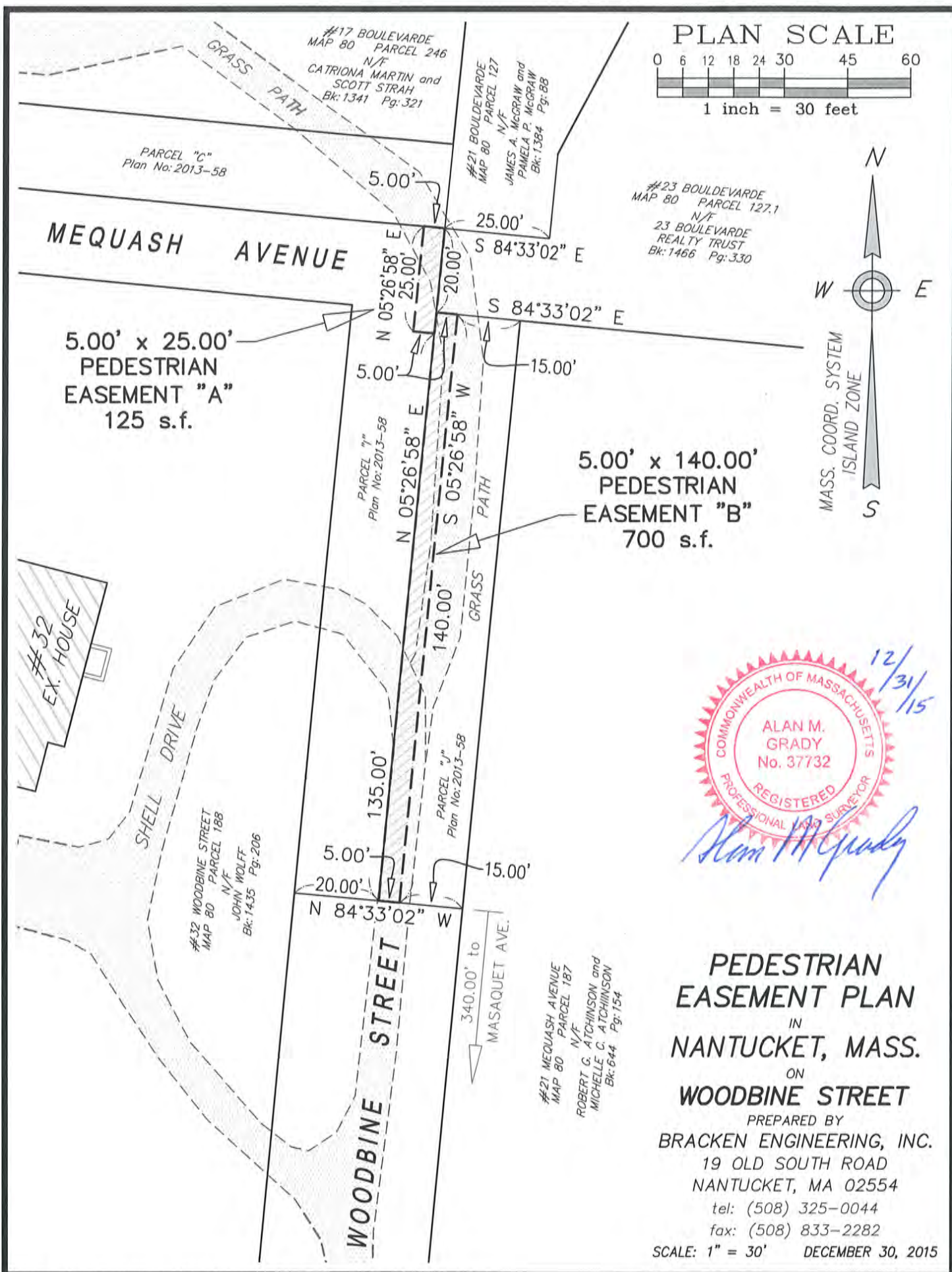
ZONING CLASSIFICATION: LUS-1
MINIMUM LOT SIZE: 40,000 s.f.
MINIMUM FRONTAGE: 100'
FRONT YARD SETBACK: 35'
REAR/SIDE YARD SETBACK: 10'
GROUND COVER RATIO: 7%



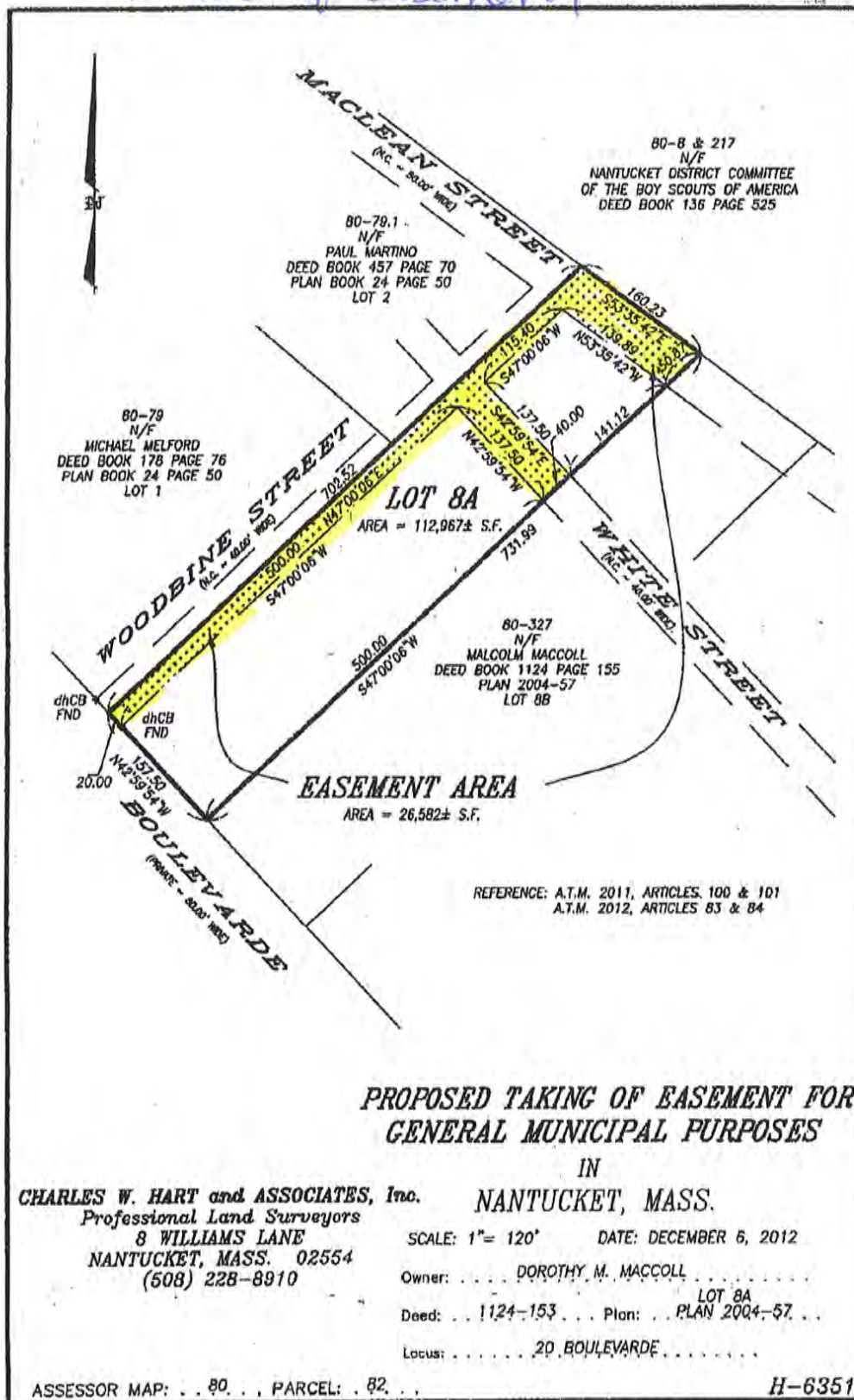
ROADWAY
ACQUISITION PLAN
IN
NANTUCKET, MASS.
OF
MEQUASH AVENUE
PLUM STREET
WOODBINE STREET
PREPARED BY
BRACKEN ENGINEERING, INC.
19 OLD SOUTH ROAD
NANTUCKET, MA 02554
tel: (508) 325-0044
fax: (508) 833-2282
OCTOBER 3, 2013
SCALE: 1" = 30'

TOWN OF NANTUCKET
BOARD OF SELECTMEN
DATE: 10-24-2013
By: [Signature]
For: [Signature]
[Signature]

APPROVAL UNDER SUBDIVISION
CONTROL LAW NOT REQUIRED
NANTUCKET PLANNING BOARD
[Signature]
[Signature]
FILE NUMBER: 2605
DATE ENDORSED: 10-17-13



Release of Easement



NANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Ferreira Register of Deeds

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2015.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Mark White and Barbara White having a mailing address of P.O. Box 1251, Nantucket, Massachusetts 02554, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises are comprised of two (2) parcels of land in Nantucket, Massachusetts shown as Parcel J, Waverly Street and Parcel M, Adams Street, containing respectively 2,000 square feet, more or less, and 14,900 square feet, more or less, shown on a plan of land entitled "Plan to Acquire Land for General Municipal Purposes, Vernon Street, Waverly Street and Adams Street in Nantucket, Massachusetts, Prepared for Town of Nantucket," dated September 9, 2010, Revised February 7, 2011, prepared by Nantucket Surveyors, LLC, and recorded with Nantucket County Registry of Deeds as Plan No. 2011-16 (together, the "Property" or "Premises"). The Premises are considered non-conforming lots pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this

agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable;

(g) Easement for pedestrian or vehicular access over Parcel J as shown on said Plan for the benefit of the property shown on Town Assessor's Map 70 as Parcel 14, off Weweeder Avenue;

(h) Pedestrian access easement over Parcel M as shown on said Plan and existing foot path as shown on said Plan; and

(i) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 75 Pochick Avenue, Nantucket, Massachusetts, which is shown as Town Assessor's Map 79 as Parcel 68, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property,

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

6. REGISTERED TITLE

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00), of which

\$ 375.00	was paid with Proposals
\$ 7,125.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
<hr/>	
\$ 7,500.00	Total

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 25th day of February, 2016, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

29. NOTICES

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Mark and Barbara White
P.O. Box 1251
Nantucket, MA 02554

With a copy to:

Rhoda H. Weinman, Esq.
36 Centre Street
P.O. Box 1365
Nantucket, MA 02554
(508) 228-9600
Facsimile: (508) 228-8926

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.
Kopelman and Paige, P.C.
101 Arch Street, 12th Fl.
Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

34. CLOSING DOCUMENTS

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

35. MERGER OF PREMISES

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 75 Pochick Avenue and shown on Town Assessor's Map 79 as Parcel 68, previously acquired by Grantee pursuant to the Certificate of Title No. 17021 filed with Nantucket Registry District of the Land Court and by Deed recorded with Nantucket County Registry of Deeds in Book 304, Page 27 (collectively, the "Combined Premises"), and that no part

of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is filed with said Registry District of the Land Court and recorded with said Deeds. Accordingly, the parcels hereby granted to the Grantee are conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcels to the Grantor, if within twenty-four months of the Date of the Deed, the Parcels have not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and recorded with said Deeds and filed with said Registry District of the Land Court."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

SELLER:
TOWN OF NANTUCKET
By its Board of Selectmen:

ESCROW AGENT:
TOWN TREASURER

BUYER:

By: _____
Mark White

By: _____
Barbara White

QUITCLAIM DEED

Parcel J, Waverly Street and Parcel M, Adams Street, Nantucket, Massachusetts

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the "Grantor"), in consideration of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 77 voted upon at the 2010 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Mark White and Barbara White**, as joint tenants, having a mailing address of P.O. Box 1251, Nantucket, Massachusetts 02554 (the "Grantee"), with QUITCLAIM COVENANTS, two certain plots of land in Nantucket, Massachusetts shown as Parcel J, Waverly Street, containing 2,000 square feet, more or less, and Parcel M, Adams Street, containing 14,900 square feet, more or less, shown on a plan of land entitled "Plan to Acquire Land for General Municipal Purposes, Vernon Street, Waverly Street and Adams Street in Nantucket, Massachusetts, Prepared for Town of Nantucket," dated September 9, 2010, Revised February 7, 2011, prepared by Nantucket Surveyors, LLC, recorded with Nantucket County Registry of Deeds as Plan No. 2011-16 (the "Parcels"). The Parcels hereby conveyed are a portion of Waverly Street and Adams Street.

Grantor conveys Parcel J, Waverly Street subject to a 7.5' wide access easement for pedestrian and vehicular access shown as "Access Easement" for the benefit of the owner of the property shown on Assessor's Map 79 as Parcel 14 on Weweeder Avenue and their successors and assigns; and conveys Parcel J together with the appurtenant easement for driveway purposes over Parcel H as shown on said Plan.

Grantor conveys Parcel M, Adams Street subject to an easement for public pedestrian access shown as "Pedestrian Access Easement 'A'" containing 1,197 square feet and "Pedestrian Access Easement 'B'" containing 4,024 square feet as shown on a plan entitled "Walking Path Easement Plan in Nantucket, Mass. On Parcel 'M' of Plan No.: 2011-16," prepared by Bracken Engineering, Inc., dated January `15, 2016, attached hereto as Exhibit A and incorporated herein by reference. Said Parcel M also is conveyed subject to an existing footpath as shown on said Exhibit A.

The Grantor's conveyance of these Parcels is based in part on the Grantee's warranty and representation to the Grantor that such Parcels shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting lot at 75 Pochick Avenue and shown on Town Assessor's Map 79 as Parcel 68 previously acquired by Grantee pursuant to Certificate of Title No. 17021 filed with Nantucket Registry District of the Land Court and by Deed recorded with Nantucket County Registry of Deeds in Book 304, Page 27 (together with the Parcels, the "Combined Premises"), and that no

part of such Parcels or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded with said Deeds and filed with said Registry District of the Land Court. Accordingly, the Parcels hereby granted to the Grantee are conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcels and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcels to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcels have not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and such permission is filed with said Registry District of the Land Court and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated September 22, 2010, recorded with said Deeds in Book 1249, Page 141.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]

EXECUTED under seal this _____ day of _____, 2016.

TOWN OF NANTUCKET
BY ITS BOARD OF SELECTMEN

Robert DeCosta

Matthew G. Fee

Rick Atherton

Tobias B. Glidden

Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared Robert DeCosta, Matthew G. Fee, Rick Atherton, Tobias B. Glidden and Dawn E. Hill Holdgate as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

Notary Public
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Mark White and Barbara White ("Buyer")
Parcel J, Waverly Street and Parcel M, Adams Street, Nantucket, MA (Property)
February 25, 2016 (Closing Date)

Purchase Price: **\$ 7,500.00**

Less:

Deposit \$ 375.00

Plus:

Payment in Lieu of Tax Adjustment
2/25-6/30/16 and \$ 38.20
7/1/16- 6/30/17

Reimbursement of Town's Legal Fees \$ 1,050.00

Net Amount Due Seller: **\$ 8,213.20**

Checks:

Town of Nantucket \$ 8,213.20

BUYER:

**SELLER: TOWN OF NANTUCKET
BOARD OF SELECTMEN**

By: _____
Mark White

By: _____
Barbara White

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2016.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation, acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Catherine E. Conte, Trustee of Southern Realty Trust under Declaration of Trust dated June 2, 1997 recorded with Nantucket Registry of Deeds in Book 539, Page 14 having a mailing address of P.O. Box 23, Nantucket, Massachusetts 02554, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises is a parcel of land in Nantucket, Massachusetts shown as Parcel 1, Beach Plum Avenue, containing 2,196.5 square feet, more or less, shown on a plan entitled "Paper Street Acquisition Plan, Town of Nantucket, Nantucket, Mass., Portion of Beach Plum Avenue," dated November 10, 2015, prepared by Ackme Survey LLC and recorded with said Deeds as Plan No. 2015-107(the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;

(d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 6 South Shore Road Nantucket, Massachusetts, which is shown as Town Assessor's Map 67 as Parcel 337, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

6. REGISTERED TITLE

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Two Thousand One Hundred Ninety-Seven and 00/100 Dollars (\$2,197.00), of which

\$ 0.00	was paid with the Proposal
\$ 2,197.00.	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
<hr/>	
\$ 2,197.00	Total

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 25th day of February, 2016, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

29. NOTICES

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Catherine E. Conte, Trustee of
Southern Realty Trust
P.O. Box 23
Nantucket, MA 02554

With a copy to:

Arthur I. Reade, Esq.
Reade, Gullicksen, Hanley & Gifford, LLP
6 Youngs Way
P.O. Box 2669
Nantucket, MA 02554
(508) 228-3128
Facsimile: (508) 228-5630

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.
Kopelman and Paige, P.C.
101 Arch Street, 12th Fl.
Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning

public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

34. CLOSING DOCUMENTS

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

35. MERGER OF PREMISES

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 6 South Shore Road and shown on Town Assessor's Map 67 as Parcel 337 previously acquired by Grantee pursuant to Deed recorded in Book 993, Page 247 with the Nantucket Registry of Deeds(collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter

divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe

any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

SELLER:
TOWN OF NANTUCKET
By its Board of Selectmen:

547729NANT 19712/0001

ESCROW AGENT:
TOWN TREASURER

**BUYER: SOUTHERN REALTY
TRUST**

By:

Catherine E. Conte, Trustee

QUITCLAIM DEED

Parcel 1, Beach Plum Avenue, Nantucket, Massachusetts

The **Town of Nantucket**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the “Grantor”), in consideration of Two Thousand One Hundred Ninety-Seven and 00/100 Dollars (\$2,197.00), receipt of which is hereby acknowledged, pursuant to the authority of Article 97 voted upon at 2014 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Catherine E. Conte, Trustee of Southern Realty Trust under Declaration of Trust dated June 2, 1997 recorded with Nantucket Registry of Deeds in Book 539, Page 14**, having a mailing address of P.O. Box 23, Nantucket, Massachusetts 02554 (the “Grantee”), with QUITCLAIM COVENANTS, that certain plot of land shown as Parcel 1, Beach Plum Avenue, in Nantucket, Massachusetts on a plan of land entitled “Paper Street Acquisition Plan, Town of Nantucket, Nantucket, Mass., Portion of Beach Plum Avenue,” dated November 10, 2015, prepared by Ackme Survey LLC and recorded with said Deeds as Plan No. 2015-107. The premises hereby conveyed are a portion of Beach Plum Avenue in Nantucket, Massachusetts, and contains approximately 2,196.5 square feet, more or less of vacant land (the “Parcel”).

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 6 South Shore Road and shown on Town Assessor’s Map 67 as Parcel 337, previously acquired by Grantee pursuant to Deed recorded with said Deeds in Book 993, Page 247 (collectively with the Parcel, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee’s existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and recorded with the Registry.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated January 27, 2016, recorded with said Deeds in Book 1522, Page 41.

Remainder of Page Intentionally Blank

EXECUTED under seal this _____ day of _____, 2016.

TOWN OF NANTUCKET
BY ITS BOARD OF SELECTMEN

Robert DeCosta

Matthew G. Fee

Rick Atherton

Tobias B. Glidden

Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared Robert DeCosta, Matthew G. Fee, Rick Atherton, Tobias B. Glidden and Dawn E. Hill Holdgate as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

Notary Public
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Catherine E. Conte, Trustee of Southern Realty Trust ("Buyer")
Parcel 1, Beach Plum Avenue, Nantucket, MA (Property)
February 25, 2016 (Closing Date)

Purchase Price: **\$ 2,197.00**

Less:

Deposit \$ 0.00

Plus:

Payment in Lieu of Tax Adjustment
2/25/-6/30/16 and \$ 10.77
7/1/16-6/30/17

Reimbursement of Town's Legal Fees \$ 700.00

Net Amount Due Seller: **\$ 2,907.77**

Checks:

Town of Nantucket \$ 2,907.77

**BUYER: SOUTHERN REALTY
TRUST**

**SELLER: TOWN OF NANTUCKET
BOARD OF SELECTMEN**

By: _____
Catherine E. Conte, Trustee

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2016.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and John Wolff of 42 West 13th Street, Apt. 5E, New York, New York 10011, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises is a parcel of land in Nantucket, Massachusetts shown as Parcel I, Plum Street, Mequash Avenue and Woodbine Street, Nantucket, Massachusetts, containing 12,400 square feet, more or less, shown on a plan of land entitled "Roadway Acquisition Plan in Nantucket, Mass. Of Mequash Avenue, Plum Street, Woodbine Street," prepared by Bracken Engineering, Inc., dated October 3, 2013, and recorded with Nantucket County Registry of Deeds as Plan No. 2013-58(the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable;

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 32 Woodbine Street, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 188 for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property; and

(h) Said premises shall be conveyed subject to an easement for public pedestrian and non-motorized access 5' wide.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

6. REGISTERED TITLE

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Five Thousand and 00/100 Dollars (\$5,000.00), of which

\$ 250.00	was paid with Proposals
\$ 4,750.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
<hr/>	
\$ 5,000.00	Total

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 25th day of February, 2016, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance

of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor

any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

29. NOTICES

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Mr. John Wolff
42 West 13th Street, Apt. 5E
New York, NY 10011

With a copy to:

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street
Nantucket, MA 02554

With a copy to:

Ryan P.B. Kelly, Esq.
Parker Sheer, LLP
One Constitution Center
Boston, MA 02129
(617) 886-0500
Facsimile: (617) 886-0100

Vicki S. Marsh, Esq.
Kopelman and Paige, P.C.
101 Arch Street, 12th Fl.
Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

34. CLOSING DOCUMENTS

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

35. MERGER OF PREMISES

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 32 Woodbine Street and shown on Town Assessor's Map 80 as Parcel 188, previously acquired by Grantee pursuant to the deed recorded with said Deeds in Book 1435, Page 206 (collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained

herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

SELLER:
TOWN OF NANTUCKET
By its Board of Selectmen:

533238v3/NANT 19712/0140

ESCROW AGENT:
TOWN TREASURER

BUYER:

By: _____
John Wolff

QUITCLAIM DEED

Parcel I, Plum Street, Mequash Avenue and Woodbine Street, Nantucket, Massachusetts

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the “Grantor”), in consideration of Five Thousand and 00/100 Dollars (\$5,000.00), receipt of which is hereby acknowledged, pursuant to the authority of Article 99 voted upon at 2011 Annual Town Meeting, a certified copy of which is attached hereto, grants to **John Wolff** of 42 West 13th Street, Apt. 5E, New York, New York 10011 (the “Grantee”), with QUITCLAIM COVENANTS, that certain plot of land shown as Parcel I, Plum Street, Mequash Avenue and Woodbine Street in Nantucket, Massachusetts on a plan of land entitled “Roadway Acquisition Plan in Nantucket, Mass. Of Mequash Avenue, Plum Street, Woodbine Street,” prepared by Bracken Engineering, Inc., dated October 3, 2013, and recorded with Nantucket County Registry of Deeds as Plan No. 2013-58. The premises hereby conveyed are a portion of Plum Street, Mequash Avenue and Woodbine Street in Nantucket, Massachusetts, and contains approximately 12,400 square feet of vacant land (the “Parcel”).

The Parcel is conveyed subject to a five foot (5’) wide easement over an area shown as “Pedestrian Easement ‘A’” containing 125 square feet, shown on plan entitled “Pedestrian Easement Plan in Nantucket, Mass. On Woodbine Street,” prepared by Bracken Engineering, Inc., dated December 30, 2015, a copy of which is attached hereto and incorporated herein as Exhibit A. The Grantor reserves this easement for the following purposes:

1. Public access only by foot or by non-motorized transportation over Pedestrian Easement “A” except for the use of motorized wheelchairs or other mobility devices for the disabled or vehicles used in the construction, maintenance, repair, replacement or relocation of Pedestrian Easement “A;” and
2. The right to cut or trim trees, shrubbery or vegetation in order to construct and maintain Pedestrian Easement A as shown on Exhibit A and to re-surface it with any materials in the Grantor’s sole discretion; and
3. The discontinuance and re-location of the Pedestrian Easement A.

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 32 Woodbine Street and shown on Town Assessor’s Map 80 as Parcel 188 previously acquired by Grantee pursuant to Deed recorded with said Deeds in Book 1435, Page 206 (collectively with the Parcel, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided,

subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and filed with the Registry.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated May 28, 2014 recorded with said Deeds in Book 1437, Page 229.

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EXECUTED under seal this _____ day of _____, 2016.

TOWN OF NANTUCKET
BY ITS BOARD OF SELECTMEN

Robert DeCosta

Matthew G. Fee

Rick Atherton

Tobias B. Glidden

Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared Robert DeCosta, Matthew G. Fee, Rick Atherton, Tobias B. Glidden and Dawn E. Hill Holdgate as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

Notary Public
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")

John Wolff ("Buyer")

Parcel I, Plum Street, Mequash Avenue and Woodbine Street, Nantucket, MA (Property)

February 25, 2016 (Closing Date)

Purchase Price: **\$ 5,000.00**

Less:

Deposit \$ 250.00

Plus:

Payment in Lieu of Tax Adjustment
2/25/16 -6/30/16 and \$ 25.10
7/1/16-6/30/17

Reimbursement of Town's Legal Fees \$ 1,050.00

Net Amount Due Seller: **\$ 5,825.10**

Checks:

Town of Nantucket \$ 5,825.10

BUYER:

**SELLER: TOWN OF NANTUCKET
BOARD OF SELECTMEN**

By: _____
John Wolff

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2016.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Catriona Martin and Scott Strah of 32 Lawson Road, Winchester, Massachusetts 01890, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises is a parcel of land in Nantucket, Massachusetts shown as Parcel C, Mequash Avenue, Nantucket, Massachusetts, containing 4,800 square feet, more or less, shown on a plan of land entitled "Roadway Acquisition Plan in Nantucket, Mass. Of Mequash Avenue, Plum Street, Woodbine Street," prepared by Bracken Engineering, Inc., dated October 3, 2013, and recorded with Nantucket County Registry of Deeds as Plan No. 2013-58(the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable;

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 17 Boulevard, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 246 for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property; and

(h) Said premises shall be conveyed together with a public easement for pedestrian and non-motorized access over Pedestrian Easement "A" and Pedestrian Easement "B," Woodbine Street, as shown on a plan entitled "Pedestrian Easement Plan in Nantucket, Mass. On Woodbine Street," prepared by Bracken Engineering, Inc., dated December 30, 2015, attached hereto as Exhibit A and incorporated herein by reference.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

6. REGISTERED TITLE

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), of which

\$ 125.00	was paid with Proposal
\$ 2,375.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).

<u>\$ 2,500.00</u>	Total
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8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 25th day of February, 2016, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the

delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

29. NOTICES

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Ms. Catriona Martin and
Mr. Scott Strah
32 Lawson Road

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street

Winchester, MA 01890

Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.
Kopelman and Paige, P.C.
101 Arch Street, 12th Fl.
Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual

knowledge that either party has disclaimed the authority granted herein to bind them.

34. CLOSING DOCUMENTS

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

35. MERGER OF PREMISES

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 17 Boulevard and shown on Town Assessor's Map 80 as Parcel 246, previously acquired by Grantee pursuant to the deed recorded with said Deeds in Book 1341, Page 321 (collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact

to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

SELLER:
TOWN OF NANTUCKET
By its Board of Selectmen:

548161/NANT 19712/0001

ESCROW AGENT:
TOWN TREASURER

BUYER:

By: _____
Catriona Martin

By: _____
Scott Strah

QUITCLAIM DEED

Parcel C, Mequash Avenue, Nantucket, Massachusetts

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the "Grantor"), in consideration of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), receipt of which is hereby acknowledged, pursuant to the authority of Article 99 voted upon at 2011 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Scott Strah and Catriona Martin**, husband and wife as tenants by the entirety, of 32 Lawson Road, Winchester, Massachusetts 01890 (the "Grantee"), with QUITCLAIM COVENANTS, that certain plot of land shown as Parcel C, Mequash Avenue in Nantucket, Massachusetts on a plan of land entitled "Roadway Acquisition Plan in Nantucket, Mass. Of Mequash Avenue, Plum Street, Woodbine Street," prepared by Bracken Engineering, Inc., dated October 3, 2013, and recorded with Nantucket County Registry of Deeds as Plan No. 2013-58. The premises hereby conveyed are a portion of Mequash Avenue in Nantucket, Massachusetts, and contains approximately 4,800 square feet of vacant land (the "Parcel").

The Grantor conveys this Parcel together with an easement over areas shown as "Pedestrian Easement 'A'" and "Pedestrian Easement 'B'" on a plan entitled "Pedestrian Easement Plan in Nantucket, Mass. On Woodbine Street," prepared by Bracken Engineering, Inc., dated December 30, 2015, a copy of which is attached hereto and incorporated herein as Exhibit A, for public access only by foot or by non-motorized transportation over Pedestrian Easement "A" and Pedestrian Easement "B," except for the use of motorized wheelchairs or other mobility devices for the disabled.

The Grantor's conveyance of this Parcel is based in part on the Grantee's warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 17 Boulevard and shown on Town Assessor's Map 80 as Parcel 246 previously acquired by Grantee pursuant to Deed recorded with said Deeds in Book 1341, Page 321 (collectively with the Parcel, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if

within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and filed with the Registry.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated May 28, 2014 recorded with said Deeds in Book 1437, Page 229.

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EXECUTED under seal this _____ day of _____, 2016.

TOWN OF NANTUCKET
BY ITS BOARD OF SELECTMEN

Robert DeCosta

Matthew G. Fee

Rick Atherton

Tobias B. Glidden

Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared Robert DeCosta, Matthew G. Fee, Rick Atherton, Tobias B. Glidden and Dawn E. Hill Holdgate as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

Notary Public
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Catriona Martin and Scott Strah ("Buyer")
Parcel C, Mequash Avenue, Nantucket, MA (Property)
February 25, 2016 (Closing Date)

Purchase Price: **\$ 2,500.00**

Less:

Deposit \$ 125.00

Plus:

Payment in Lieu of Tax Adjustment
2/25/16 -6/30/16 and \$ 13.18
7/1/16-6/30/17

Reimbursement of Town's Legal Fees \$ 875.00

Net Amount Due Seller: **\$ 3,263.18**

Checks:

Town of Nantucket \$ 3,263.18

BUYER:

**SELLER: TOWN OF NANTUCKET
BOARD OF SELECTMEN**

By: _____
Catriona Martin

By: _____
Scott Strah

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2016.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Jennifer L. Nelson, of 14 Winding Lane, Westport, Connecticut 06880, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises is a parcel of land in Nantucket, Massachusetts shown as Parcel G, Plum Street and Mequash Avenue, Nantucket, Massachusetts, containing 11,000 square feet, more or less, shown on a plan of land entitled "Roadway Acquisition Plan in Nantucket, Mass. Of Mequash Avenue, Plum Street, Woodbine Street," prepared by Bracken Engineering, Inc., dated October 3, 2013, and recorded with Nantucket County Registry of Deeds as Plan No. 2013-58(the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable;

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 20 Masaquet Avenue, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 258 for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

6. REGISTERED TITLE

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Five Thousand and 00/100 Dollars (\$5,000.00), of which

\$ 250.00	was paid with Proposals
\$ 4,750.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).

<hr/>	
\$ 5,000.00	Total

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 25th day of February, 2016, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

29. NOTICES

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Mrs. Jennifer L. Nelson
14 Winding Lane
Westport, CT 06880

With a copy to:

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.
Kopelman and Paige, P.C.
101 Arch Street, 12th Fl.

Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

34. CLOSING DOCUMENTS

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for

preparing a Quitclaim Deed for the Premises.

35. MERGER OF PREMISES

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 20 Masaquet Avenue and shown on Town Assessor's Map 80 as Parcel 258, previously acquired by Grantee pursuant to the deed recorded with said Deeds in Book 1202, Page 56 (collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

SELLER:
TOWN OF NANTUCKET
By its Board of Selectmen:

548283/NANT- 19712/0001

ESCROW AGENT:
TOWN TREASURER

BUYER:

By: _____
Jennifer L. Nelson

QUITCLAIM DEED

Parcel G, Plum Street and Mequash Avenue, Nantucket, Massachusetts

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the "Grantor"), in consideration of Five Thousand and 00/100 Dollars (\$5,000.00), receipt of which is hereby acknowledged, pursuant to the authority of Article 99 voted upon at 2011 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Jennifer L. Nelson**, of 14 Winding Lane, Westport, Connecticut 06880 (the "Grantee"), with QUITCLAIM COVENANTS, that certain plot of land shown as Parcel G, Plum Street and Mequash Avenue in Nantucket, Massachusetts on a plan of land entitled "Roadway Acquisition Plan in Nantucket, Mass. Of Mequash Avenue, Plum Street, Woodbine Street," prepared by Bracken Engineering, Inc., dated October 3, 2013, and recorded with Nantucket County Registry of Deeds as Plan No. 2013-58. The premises hereby conveyed are a portion of Plum Street and Mequash Avenue in Nantucket, Massachusetts, and contains approximately 11,000 square feet of vacant land (the "Parcel").

The Grantor's conveyance of this Parcel is based in part on the Grantee's warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 20 Masaquet Avenue and shown on Town Assessor's Map 80 as Parcel 258 previously acquired by Grantee pursuant to Deed recorded with said Deeds in Book 1202, Page 56 (collectively with the Parcel, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and filed with the Registry.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the

Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated May 28, 2014 recorded with said Deeds in Book 1437, Page 229.

Remainder of Page Intentionally Blank

EXECUTED under seal this _____ day of _____, 2016.

TOWN OF NANTUCKET
BY ITS BOARD OF SELECTMEN

Robert DeCosta

Matthew G. Fee

Rick Atherton

Tobias B. Glidden

Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared Robert DeCosta, Matthew G. Fee, Rick Atherton, Tobias B. Glidden and Dawn E. Hill Holdgate as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

Notary Public
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Jennifer L. Nelson ("Buyer")
Parcel G, Plum Street and Mequash Avenue, Nantucket, MA (Property)
February 25, 2016 (Closing Date)

Purchase Price: **\$ 5,000.00**

Less:

Deposit \$ 250.00

Plus:

Payment in Lieu of Tax Adjustment
2/25/16 -6/30/16 and \$ 25.10
7/1/16-6/30/17

Reimbursement of Town's Legal Fees \$ 875.00

Net Amount Due Seller: **\$ 5,650.10**

Checks:

Town of Nantucket \$ 5,650.10

BUYER:

**SELLER: TOWN OF NANTUCKET
BOARD OF SELECTMEN**

By: _____
Jennifer L. Nelson

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2016.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Michael T. Kepenash and Patricia O. Kepenash of 10 Eagle's Wing Way, Nantucket, Massachusetts 02554, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises is a certain parcel of land in Nantucket, Massachusetts shown as Parcel E, Mequash Avenue and Naushon Way containing 400 square feet more or less, shown on a plan of land entitled "Roadway Acquisition Plan in Nantucket, Mass. of Mequash Avenue, Plum Street, Woodbine Street, Prepared by Bracken Engineering, Inc.," dated October 3, 2013 recorded with Nantucket County Registry of Deeds as Plan No. 2013-58 (the "Property" or "Premises"). The Premises are considered non-conforming lots pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 10 Eagle's Wing Way, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 185.1, and Parcel B, Mequash Avenue and Plum Street and Parcel F, Mequash Avenue, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property,

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

6. REGISTERED TITLE

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Five Hundred and 00/100 Dollars (\$500.00), of which

\$ 0.00	was paid with Proposals
\$ 500.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).

\$ 500.00	Total
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8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 25th day of February, 2016, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interest in said premises, if applicable.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in its "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

29. NOTICES

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Mr. and Mrs. Michael Kepenash
10 Eagle's Wing Way
Nantucket, MA 02554

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.
Kopelman and Paige, P.C.
101 Arch Street, 12th Fl.
Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

34. CLOSING DOCUMENTS

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

35. MERGER OF PREMISES

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 10 Eagle's Wing Way and shown on Town Assessor's Map 80 as Parcel 185.1 and Parcel B, Mequash Avenue and Plum Street and Parcel F, Mequash Avenue, previously acquired by Grantee pursuant to the deeds recorded with said Deeds in Book 384, Page 212 and Book 1465, Page 1 (collectively, the "Combined Premises"), and that no part of the Combined

Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

SELLER:
TOWN OF NANTUCKET
By its Board of Selectmen:

ESCROW AGENT:
TOWN TREASURER

BUYER:

Michael T. Kepenash

Patricia O. Kepenash

QUITCLAIM DEED

Parcel E, Mequash Avenue and Naushon Way, Nantucket, Massachusetts

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the "Grantor"), in consideration of Five Hundred and 00/100 Dollars (\$500.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 77 voted upon at the 2010 Annual Town Meeting and Article 99 at its 2011 Annual Town Meeting, certified copies of which are attached hereto, grants to **Michael T. Kepenash and Patricia O. Kepenash**, husband and wife as tenants by the entirety of 10 Eagle's Wing Way, Nantucket, Massachusetts 02554 (the "Grantee"), with QUITCLAIM COVENANTS, a certain plot of land shown as Parcel E, Mequash Avenue and Naushon Way containing 400 square feet, more or less, in Nantucket, Massachusetts shown on a plan of land entitled "Roadway Acquisition Plan in Nantucket, Mass. Of Mequash Avenue, Plum Street, Woodbine Street, Prepared by Bracken Engineering, Inc.," dated October 3, 2013, recorded with Nantucket County Registry of Deeds as Plan No. 2013-58. The premises hereby conveyed is portion of Mequash Avenue and Naushon Way and, a vacant nonconforming lot (the "Parcel").

The Grantor's conveyance of this Parcel is based in part on the Grantee's warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 10 Eagle's Wing Way, shown on Town Assessor's Map 80 as Parcel 185.1 and Parcel B, Mequash Avenue and Naushon Way and Parcel F, Mequash Avenue previously acquired by Grantee pursuant to Deeds recorded with said Deeds in Book 384, Page 212 and in Book 1465, Page 1 (collectively with the Parcels, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated May 28, 2014 recorded with said Deeds in Book 1437, Page 229.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]

EXECUTED under seal this _____ day of _____, 2016.

TOWN OF NANTUCKET
BY ITS BOARD OF SELECTMEN

Robert DeCosta

Matthew G. Fee

Rick Atherton

Tobias B. Glidden

Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared Robert DeCosta, Matthew G. Fee, Rick Atherton, Tobias B. Glidden and Dawn E. Hill Holdgate as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

Notary Public
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Michael T. Kepenash and Patricia O. Kepenash ("Buyer")
Parcel E, Mequash Avenue and Naushon Way,
Nantucket, MA (Property)
February 25, 2016 (Closing Date)

Purchase Price: \$ 500.00

Less:

Deposit \$ 0.00

Plus:

Payment in Lieu of Tax Adjustment \$ 5.53
2/25-6/30/16 and
7/1/16-6/30/17

Reimbursement of Town's Legal Fees \$ 600.00

Net Amount Due Seller: **\$1,105.53**

Checks:

Town of Nantucket \$1,105.53

BUYER:

SELLER:

TOWN OF NANTUCKET
BOARD OF SELECTMEN

By: _____
Michael T. Kepenash

By: _____
Patricia O. Kepenash

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2016.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Robert G. Atchinson and Michelle C. Atchinson, having a mailing address of 9 John Benson Road, Lexington, Massachusetts 02420, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises are two parcels of land in Nantucket, Massachusetts shown as Parcel H, Holly Street, containing 9,600 square feet, more or less, shown on a plan entitled "Roadway Disposition Plan in Nantucket, Mass. in Nantucket, Mass of Holly Street," prepared by Bracken Engineering, Inc., dated March 27, 2015, recorded with Nantucket County Registry of Deeds as Plan No. 2015-25 (the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of

this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 28 Pequot Street, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 186, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property,

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

6. REGISTERED TITLE

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Five Thousand and 00/100 Dollars (\$5,000.00), of which

\$ 5,000.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
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\$ 5,000.00	Total
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8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 25th day of February, 2016, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in its "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

29. NOTICES

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Robert G. Atchinson and Michelle C.
Atchinson
9 John Benson Road
Lexington, MA 02420

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street
Nantucket, MA 02554

With a copy to:

With a copy to:

Vicki S. Marsh, Esq.
Kopelman and Paige, P.C.
101 Arch Street, 12th Fl.
Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the

premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

34. CLOSING DOCUMENTS

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

35. MERGER OF PREMISES

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 28 Pequot Street and shown on Town Assessor's Map 80 as Parcel 186 previously acquired by Grantee pursuant to Deed recorded with said Deeds in Book 644, Page 159 (collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of

Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law.

Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

SELLER:
TOWN OF NANTUCKET
By its Board of Selectmen:

ESCROW AGENT:
TOWN TREASURER

BUYER:

By:

Robert G. Atchinson

By:_____

Michelle C. Atchinson

537151v2NANT 19712/0001

QUITCLAIM DEED

Parcel H, Holly Street Nantucket, Massachusetts

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the "Grantor"), in consideration of Five Thousand and 00/100 Dollars (\$5,000.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 99 voted upon at the 2011 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Robert G. Atchinson and Michelle C. Atchinson**, as joint tenants with rights of survivorship, of 9 John Benson Road, Lexington, Massachusetts 02420 (the "Grantee"), with QUITCLAIM COVENANTS, a certain plot of land in Nantucket, Massachusetts shown as Parcel H, Holly Street on a plan of land entitled "Roadway Disposition Plan in Nantucket, Mass. Of Holly Street," prepared by Bracken Engineering, Inc., dated March 27, 2015 and recorded with the Nantucket County Registry of Deeds as Plan No. 2015-25. The premises hereby conveyed are a portion of Holly Street in Nantucket, Massachusetts and contains approximately 9,600 square feet of vacant land (the "Parcel").

The Grantor's conveyance of this Parcel is based in part on the Grantee's warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting lot at 28 Pequot Street and shown on Town Assessor's Map 80 as Parcel 186 previously acquired by Grantee pursuant to Deed recorded with said Deeds in Book 644, Page 159 (collectively with the Parcel, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use, prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date

hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated January 23, 2013 recorded with said Deeds in Book 1368, Page 58.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]

EXECUTED under seal this _____ day of _____, 2016.

TOWN OF NANTUCKET
BY ITS BOARD OF SELECTMEN

Robert DeCosta

Matthew G. Fee

Rick Atherton

Tobias B. Glidden

Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared Robert DeCosta, Matthew G. Fee, Rick Atherton, Tobias B. Glidden and Dawn E. Hill Holdgate as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

Notary Public
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Robert G. Atchinson and Michelle C. Atchinson ("Buyer")
Parcel H, Holly Street, Nantucket, MA (Property)
February 25, 2016 (Closing Date)

Purchase Price: **\$ 5,000.00**

Less:

Deposit \$ 0.00

Plus:

Payment in Lieu of Tax Adjustment
2/25-6/30/16 and \$ 25.10
7/1/16-6/30/17

Reimbursement of Town's Legal Fees \$ 875.00

Net Amount Due Seller: **\$ 5,900.10**

Checks:

Town of Nantucket \$ 5,900.10

BUYER:

**SELLER: TOWN OF NANTUCKET
BOARD OF SELECTMEN**

By: _____
Robert G. Atchinson

By: _____
Michelle C. Atchinson

PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2016.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Board of Selectmen having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Robert G. Atchinson and Michelle C. Atchinson, having a mailing address of 9 John Benson Road, Lexington, Massachusetts 02420, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises is a parcel of land in Nantucket, Massachusetts shown as Parcel J, Woodbine Street Nantucket, Massachusetts, containing 2,800 square feet, more or less, shown on a plan of land entitled "Roadway Acquisition Plan in Nantucket, Mass. Of Mequash Avenue, Plum Street, Woodbine Street," prepared by Bracken Engineering, Inc., dated October 3, 2013, and recorded with Nantucket County Registry of Deeds as Plan No. 2013-58(the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable;

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 21 Mequash Avenue, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 187 for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property; and

(h) Said premises shall be conveyed subject to a public easement for pedestrian and non-motorized access over Pedestrian Easement "B," Woodbine Street, as shown on a plan entitled "Pedestrian Easement Plan in Nantucket, Mass. On Woodbine Street," prepared by Bracken Engineering, Inc., dated December 30, 2015, attached hereto as Exhibit A and incorporated herein by reference.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

6. REGISTERED TITLE

In addition to the foregoing, if the title to the said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), of which

\$ 0.00	was paid with Proposal
\$ 2,500.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
<hr/>	
\$ 2,500.00	Total

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 25th day of February, 2016, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the

delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

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All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Mr. and Mrs. Robert Atchinson
9 John Benson Road
Lexington, MA 02420

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street

Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.
Kopelman and Paige, P.C.
101 Arch Street, 12th Fl.
Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

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The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

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SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

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BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

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BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A(8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 21 Mequash Avenue and shown on Town Assessor's Map 80 as Parcel 187, previously acquired by Grantee pursuant to the deed recorded with said Deeds in Book 644, Page 154 (collectively, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Board of Selectmen and filed with said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery

of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

SELLER:
TOWN OF NANTUCKET
By its Board of Selectmen:

548341NANT 19712/0001

ESCROW AGENT:
TOWN TREASURER

BUYER:

By: _____
Robert G. Atchinson

By: _____
Michelle C. Atchinson

QUITCLAIM DEED

Parcel J, Woodbine Street, Nantucket, Massachusetts

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Board of Selectmen (the "Grantor"), in consideration of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), receipt of which is hereby acknowledged, pursuant to the authority of Article 99 voted upon at 2011 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Robert G. Atchinson and Michelle C. Atchinson**, joint tenants with rights of survivorship, of 9 John Benson Road, Lexington, Massachusetts 02420 (the "Grantee"), with QUITCLAIM COVENANTS, that certain plot of land shown as Parcel J, Woodbine Street in Nantucket, Massachusetts on a plan of land entitled "Roadway Acquisition Plan in Nantucket, Mass. Of Mequash Avenue, Plum Street, Woodbine Street," prepared by Bracken Engineering, Inc., dated October 3, 2013, and recorded with Nantucket County Registry of Deeds as Plan No. 2013-58. The premises hereby conveyed are a portion of Woodbine Street in Nantucket, Massachusetts, and contains approximately 2,800 square feet of vacant land (the "Parcel").

The Parcel is conveyed subject to a five foot (5') wide easement over an area shown as Pedestrian Easement 'B' containing 700 square feet, shown on plan entitled "Pedestrian Easement Plan in Nantucket, Mass. On Woodbine Street," prepared by Bracken Engineering, Inc., dated December 30, 2015, a copy of which is attached hereto and incorporated herein as Exhibit A. The Grantor reserves this easement for the following purpose:

1. Public access only by foot or non-motorized transportation over Pedestrian Easement "B" except for the use of motorized wheelchairs or other mobility devices for the disabled or vehicles used in the construction, maintenance, repair, replacement or relocation of Pedestrian Easement "B"; and
2. The right to cut or trim tress, shrubbery, or vegetation in order to construct and maintain Pedestrian Easement "B" and to re-surface it with any materials in the Grantor's sole discretion; and
3. The discontinuance and relocation of the Pedestrian Easement "B" or the Grass Path.

The Grantor's conveyance of this Parcel is based in part on the Grantee's warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 21 Mequash Avenue and shown on Town Assessor's Map 80 as Parcel 187 previously acquired by Grantee pursuant to Deed recorded with said Deeds in Book 644, Page 154 (collectively with the Parcel, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided,

subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Board of Selectmen and such permission is recorded at the Registry. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Board of Selectmen and filed with the Registry.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated May 28, 2014 recorded with said Deeds in Book 1437, Page 229.

Remainder of Page Intentionally Blank

EXECUTED under seal this _____ day of _____, 2016.

TOWN OF NANTUCKET
BY ITS BOARD OF SELECTMEN

Robert DeCosta

Matthew G. Fee

Rick Atherton

Tobias B. Glidden

Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared Robert DeCosta, Matthew G. Fee, Rick Atherton, Tobias B. Glidden and Dawn E. Hill Holdgate as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

Notary Public
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Robert G. Atchinson and Michelle C. Atchinson ("Buyer")
Parcel J, Woodbine Street, Nantucket, MA (Property)
February 25, 2016 (Closing Date)

Purchase Price: **\$ 2,500.00**

Less:

Deposit \$ 0.00

Plus:

Payment in Lieu of Tax Adjustment
2/25/16 -6/30/16 and \$ 13.18
7/1/16-6/30/17

Reimbursement of Town's Legal Fees \$ 700.00

Net Amount Due Seller: **\$ 3,213.18**

Checks:

Town of Nantucket \$ 3,213.18

BUYER:

**SELLER: TOWN OF NANTUCKET
BOARD OF SELECTMEN**

By: _____
Robert G. Atchinson

By: _____
Michelle C. Atchinson

RELEASE OF EASEMENT

The **Town of Nantucket**, a Massachusetts municipal corporation, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts, acting by and through its Board of Selectmen (the "Town"), for consideration paid of One Dollar (\$1.00), receipt of which is hereby acknowledged, pursuant to the authority of the votes of Article 101 adopted by the Town at its 2010 Annual Town Meeting and Article 84 adopted by the Town at its 2012 Annual Town Meeting, certified copies of which are attached hereto, hereby releases to **James Taaffe and Mary Taaffe**, owners of property at 20 Boulevard, Nantucket, Massachusetts, described in a deed recorded with Nantucket County Registry of Deeds in Book 1360, Page 336 (the "Property"), all of the Town's right, title and interest in the easement rights in the portions of the Property shown as Easement Area on a plan of land entitled "Proposed Taking of Easement for General Municipal Purposes in Nantucket, Mass.," dated December 6, 2012, prepared by Charles W. Hart and Associates, Inc., recorded with said Deeds in Book 1378, Page 224.

For title to Town's easement rights see Order of Taking recorded with said Deeds in Book 1378, Page 213.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page]

EXECUTED under seal this _____ day of _____, 2016.

TOWN OF NANTUCKET
BY ITS BOARD OF SELECTMEN

Robert DeCosta

Matthew G. Fee

Rick Atherton

Tobias B. Glidden

Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared Robert DeCosta, Matthew G. Fee, Rick Atherton, Tobias B. Glidden and Dawn E. Hill Holdgate as Members of the Board of Selectmen of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Board of Selectmen of the Town of Nantucket.

Notary Public
My Commission Expires:

LICENSE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2016, by and between the Town of Nantucket, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (the "Licensor") and Daniel H. Bathon, Jr., Trustee of 7 & 9 Maine Avenue Nominee Trust under Declaration of Trust dated September 18, 2006 filed with Nantucket Registry District of the Land Court as Document No. 117675, of 52 Waltham Street, Lexington, Massachusetts 02421 (the "Licensee"), and the owner of property located at 7 and 9 Maine Avenue, Nantucket, Massachusetts (the "Property") by virtue of a Deed filed with said Registry District of the Land Court as Document No. 117674 and noted on Certificate of Title No. 22361;

WHEREAS, due to the eroding coastal bank threatening the safety and structural integrity of the structures on the ocean side of the Property, the Licensee's dwelling is in imminent danger; and

WHEREAS, the Licensee proposes to relocate the dwelling and shed on the Property to the proposed locations shown on a plan entitled "Site Plan to Accompany a Notice of Intent, 9 Maine Avenue in Nantucket, Massachusetts," dated February 19, 2016, prepared by Nantucket Surveyors LLC, attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the Licensee has received the necessary permits and approvals from the appropriate boards of the Town of Nantucket to re-locate the dwelling and shed as shown on Exhibit A; and

WHEREAS, Licensor is the owner of land located at 6 New Hampshire Avenue, Nantucket shown as Lots 1 and 2 on Block 32 of Land Court Plan No. 2408-M, and shown on Assessor's Map 60.3.1 as Parcel 412, by virtue of an Order of Taking dated July 22, 2015, filed with said Registry District of the Land Court as Document No. 148653 (the "Licensor's Property");

WHEREAS, Licensor has awarded the Licensee, the right to purchase the Licensor's Property as the successful proposer to a Request for Proposals for the sale of the Licensor's Property;

WHEREAS, the Licensor is filing a Petition for New Certificate of Title with the Land Court for the Licensor's Property and is awaiting an Order of the Land Court in order to convey the Licensor's Property to the Licensee;

WHEREAS, the Licensee has now asked the Licensor for permission to site the shed within that portion of the Licensor's Property as more particularly shown on Exhibit A (the "Licensed Premises") and to relocate the dwelling; and

WHEREAS, Licensors has agreed, under certain conditions as more particularly set forth herein, to allow a portion of the shed to be sited upon and over the Licensed Premises.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the parties hereto agree as follows:

1. Licensors hereby permits Licensee, its contractors, agents, invitees, permittees and licensees, a non-exclusive right to enter upon and locate, maintain, and repair the shed on the Licensed Premises, at his sole cost and expense in accordance with the plan Licensee had submitted to the Building Inspector of the Town of Nantucket which is attached hereto as **Exhibit A**, and all federal state and local laws, regulations, ordinances and by-laws. Such entry and use shall be exercised from the date of the execution of this License and shall continue until such date as the fee in the Licensed Premises is conveyed to the Licensee or is revoked or terminated pursuant to Section 10 below. Licensors makes no representation or warranty, by said grant of license hereby or otherwise, that the Licensors has title to or rights in the Licensed Premises or that the Licensed Premises may be used for a particular purpose. Licensee acknowledges that he has not relied upon any warranties or representations of the Licensors nor any person acting on behalf of the Licensors, and that Licensee agrees to accept the Licensed Premises "as is", with no liability on the part of the Licensors for any condition or defect or title in the Licensed Premises, whether or not known to the Licensors or any representative of the Licensors. The terms of this paragraph shall survive the termination of this License.
2. Licensee hereby releases Licensors from any and all claims and liabilities of any nature whether known or unknown, both in law or in equity, which Licensee has or may have had from the beginning of the world to the date of execution of this license. Licensee also agrees to indemnify, defend and hold Licensors harmless from and against all claims, demands, losses, costs, damages, causes of action, or liabilities whatsoever, including but not limited to mechanic's liens and reasonable attorney's fees and expenses, which may be imposed upon, incurred by, or asserted against the Licensors or its agents, employees, successors and assigns by reason of (a) any failure on the part of the Licensee, its agents, contractors, representatives, licensees, permittees or invitees to comply with any provision or term required to be performed or complied with by Licensee, its agents, contractors, representatives, licensees permittees or invitees under this License; (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever, other than the Licensors relating in any way, to the Licensee's exercise of its rights under this License; (c) the discharge, release or threatened release at or from the Licensed Premises of oil or hazardous material as defined under federal, state or local law which is caused by Licensee, its agents, contractors, representatives, licensee, permittees or invitees under this License. Licensee

will be solely responsible for any hazards created through Licensee's conduct in connection with this License. Furthermore, Licensee hereby releases the Licenser from any responsibility or liability for Licensee's losses or damages related to the condition of the Licensed Premises, and Licensee agrees and covenants that it will not assert or bring, nor cause any third-party to assert or bring any claim, demand, lawsuit or cause of action against the Licenser including without limitation, claims for property damages, diminution in property, value claims, personal injury damages and any other damages relating to or arising from the Licensee's use of the Licensed Premises. The provisions of this Paragraph shall survive the termination of this License.

3. This License to encroach upon the Licenser's Property, as shown on the attached **Exhibit A**, shall entitle the Licensee to use the portion of the Licenser's Property on which the Licensee's shed will be situated in a manner typical and customary in which a homeowner would use his or her property. Licensee agrees that it shall use and occupy the Licensed Premises at its own risk, and the Licenser shall not be liable to Licensee for any injury or death to persons entering the Licensed Premises pursuant to the License, or loss or damage to vehicles, equipment, the dwelling or shed or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through the Licensee, that are brought upon the Licensed Premises pursuant to the License. Licensee shall be responsible for the condition of the shed and agrees to maintain it in good and safe condition and repair, at its sole cost and expense. Licensee agrees not to place or construct any additional structures or improvements in, on, under, over or across the Licensed Premises, other than the current shed approved by the Licenser, or store any equipment, materials or property of any kind on the Licensed Premises. During the exercise of the rights hereby granted, the use of the Licensed Premises by Licensee shall not unreasonably interfere with the use of the Licenser's Property by the Licenser, and observe and obey directives of the Licenser as well as all applicable laws, statutes, ordinances, regulations and permitting or licensing requirements.
4. The Licensee shall grant within thirty (30) days after the execution of this License a "One Big Beach Easement" to the Town over 7 and 9 Maine Avenue and to grant a "One Big Beach Easement" over 6 New Hampshire Avenue at the time of its acquisition, in substantially the form of the Grant of Easement attached hereto as Exhibit B, and agrees to comply with the terms of the Grant of Easement.
5. This License shall not be construed as creating or vesting in the Licensee any estate in the Licensed Premises, but only the limited right of possession as hereinabove stated.
6. This License is personal and exclusive to the Licensee and is not intended to run with the land. This License may be transferred or assigned only upon the expressed written consent of the Licenser.

7. This License represents the complete understanding and entire agreement between the parties hereto. Any prior agreements or understandings, whether written or oral, are hereby superseded and of no effect.
8. This License is to be interpreted under and construed in accordance with the laws of the Commonwealth of Massachusetts. The parties agree that venue for any dispute arising from this License will be the Nantucket District Court.
9. The Licensee shall procure all necessary permits before undertaking any work on the Licensed Premises. The siting of the dwelling and the shed shall be performed in accordance with all laws, by-laws, regulations and permits. The Licensee shall not permit any mechanics' liens or similar liens, to remain upon the Licensed Premises for labor and material furnished to the Licensee or claimed to have been furnished to the Licensee in connection with any work performed or claimed to have been performed at the direction of the Licensee and the Licensee shall cause any such lien to be released forthwith at no cost to the Licensor and shall deliver a copy thereof to Licensor.
10. This License shall be revocable by either party upon written notice of revocation at least one hundred twenty (120) days prior to the termination date stated within said notice but no earlier than August 31, 2016. In the event that this License is terminated by revocation of either party pursuant to this section, then the Licensee at its own expense shall remove the dwelling from the Licensed Premises and restore the Licensed Premises to its original condition at the commencement of this License, as nearly as possible. This obligation shall survive the termination of this License.

The Licensee shall maintain during the term of this License public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of the Licensee under the terms and condition of this License to indemnify, defend and hold harmless the Licensor pursuant to insurance coverage on the Property held by the Licensee: General Liability \$1,000,000.00 per occurrence; Bodily Injury Liability \$3,000,000.00 per occurrence; and Property Damage Liability or a combined single limit of \$3,000,000.00 annual aggregate limit. Prior to entering upon the Licensed Premises, and thereafter on or before January 1 of each year of the term of this License, Licensee shall provide the Licensor with a certificate of insurance in each case indicating the Licensor as an additional insured on the policy and showing compliance with the foregoing provisions. Licensee shall require the insurer to give at least thirty (30) days written notice of termination, reduction or cancelation of the policy to Licensor. Licensee or Licensee's contractors shall maintain workmen's compensation insurance during any site work, maintenance or repair on the Licensed Premises, as required by law. Licensee agrees that while any contractor is performing work on behalf of the Licensee at the Licensed Premises the contractor shall carry liability insurance and automobile liability insurance in amounts of General Liability and Automobile Liability insurance in amounts of \$1,000,000.00, combined

single limit and shall name the Licensor as an additional insured party. Prior to any construction or site work on the Licensed Premises performed by the Licensee or any contractor on behalf of the Licensee on the Licensed Premises, Licensee shall provide Licensor with a copy of the contractor's insurance certificate indicating liability insurance coverage as herein specified, and copies of any approval, permits, necessary or obtained to construct or siting of the dwelling and any construction or excavation work.

EXECUTED as an instrument under seal as of the date first above written.

LICENSOR:

TOWN OF NANTUCKET
By its Board of Selectmen

Robert DeCosta

Matthew G. Fee

Rick Atherton

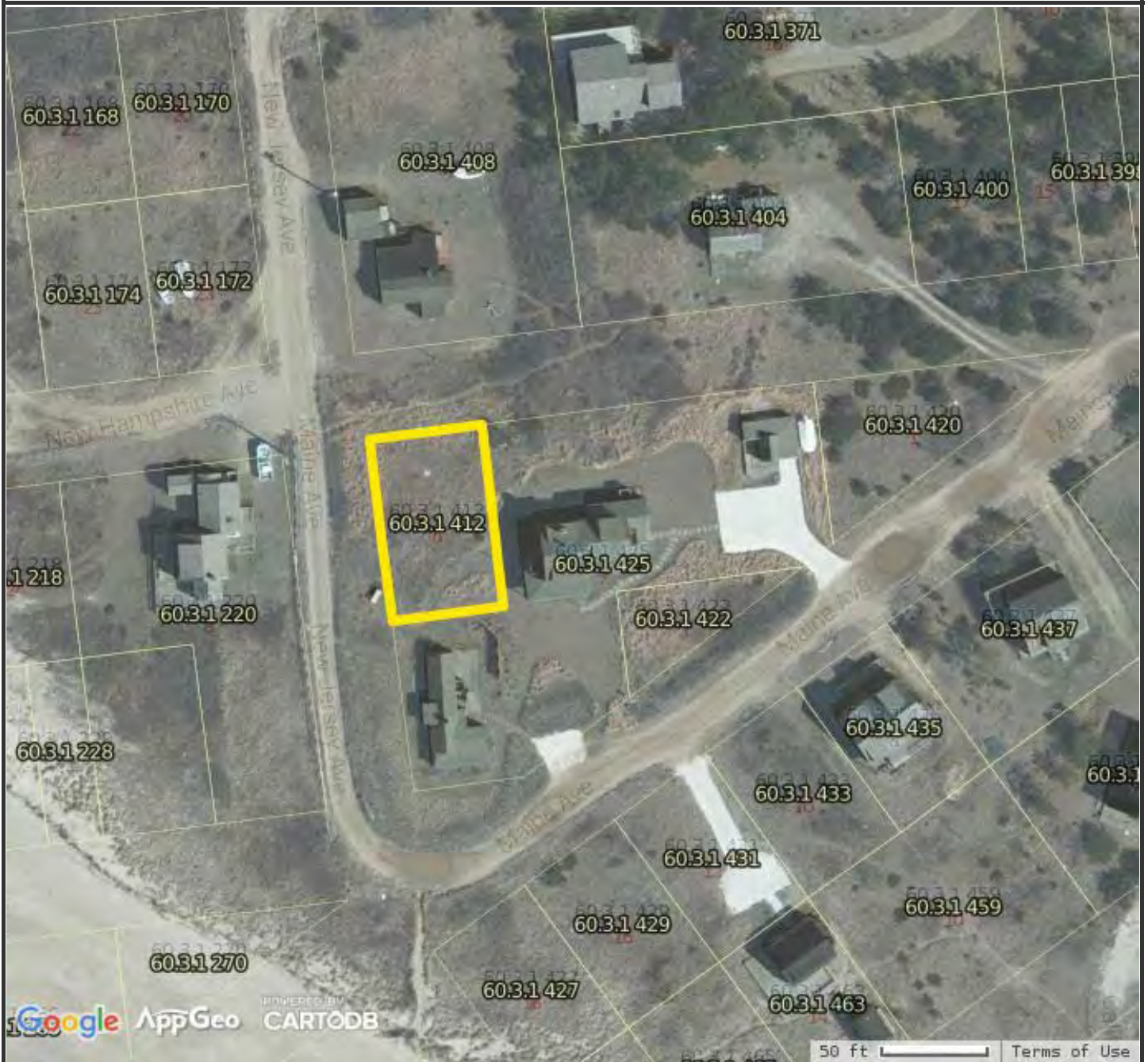
Tobias B. Glidden

Dawn E. Hill Holdgate

LICENSEE:

7 & 9 MAINE AVENUE
NOMINEE TRUST

By:_____
Daniel H. Bathon, Jr. Trustee

**Property Information**

Property ID 60.3.1 412
Location 6 NEW HAMPSHIRE AV
Owner HARTWELL CHARLES T



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Parcels updated December, 2014
Properties updated January, 2015

2408 M

Subdivision of part of Lot Q shown on plan filed with
Cert. of Title No. 2 Registry District of Nantucket County
LAND IN NANTUCKET
Scale 100 feet to an inch
APR. 30, 1912
C. B. Humphrey, Surveyor for Court

Separate certificates of title may be issued
for the numbered lots in blocks as shown hereon
by the Court

May 1, 1912

James Smith
Recorder





Maddie Hjulstrom
Events Manager
Nantucket Island Chamber of Commerce
Zero Main Street, Second Floor
Nantucket, MA 02554

February 12, 2016

Ms. Mary-Jo Perry
District Highway Director, District Five
MassDOT, Highway Division
1000 County Street
Taunton, MA 02780

RE: 2016 Event Notification to Access State Highway

Dear Ms. Perry,

The town of Nantucket will be blocking Auto Route M in Siasconset, MA for a Chamber of Commerce Parade to be held on April 30, 2016. We have held this event for the past 20+ years, so everyone on island is very familiar with the process. The parade, comprised of antique motor vehicles, ends at the section of Milestone Road (Auto Route M) that will be closed. The section of road to be closed is approximately ½ mile long. Only pedestrian traffic will be allowed, except for emergency vehicles. The Nantucket Police will have a minimum of eight officers present, and the State Police will also have troopers on site.

I have attached here an overview of the island showing the route, as well as a close up map showing the detours and the last half mile of the road that will be blocked off.

If you have any questions, please feel free to contact me directly.

Sincerely,

Maddie Hjulstrom
Events Manager
help@nantucketchamber.org



Nantucket Island Chamber of Commerce. Zero Main Street Nantucket, Ma. 02554
www.nantucketchamber.org 508.228.3643

Application for Permit to Access State Highway

This Access Permit Application, including the attached Access Permit Submittal Checklist, must be completed in full by the Applicant. Instructions for this page are located on page 2. Descriptions of the two types of access permits and related categories are located on page 6. MassDOT will make the final determination regarding Access Permit Application type and category.

1. Town/City: Nantucket
2. State Highway route number and/or name: Auto Route M
3. Locus/Property Address: Milestone/Sconset Road
4. Description of property and/or facility for which access is sought (attach additional sheets if necessary):
N/A

5. Description of work to be performed within State Highway Layout (attach additional sheets if necessary):
Please see attached map and parade route

☐ Telecommunications (wireless or wireline) or Renewable Energy (Solar, Wind, etc) – Agreement Process and OREAD*
coordination required. (*see pg 2 Instruction)

6. Dig Safe number: N/A

7. Applicant Information ¹ (See footnote below.)

Name Nantucket Island Chamber of Commerce

Mailing Address Zero Main St, 2nd Floor
Nantucket, MA 02554

Telephone 508-228-3643

Fax 508-325-4925

E-Mail help@nantucketchamber.org

Signature Maddie Hjulsrom

Print Name Maddie Hjulsrom

Date February 2, 2016

8. Property Owner

Name N/A

Mailing address _____

Telephone _____

Fax _____

E-Mail _____

Signature _____

Print Name _____

Date _____

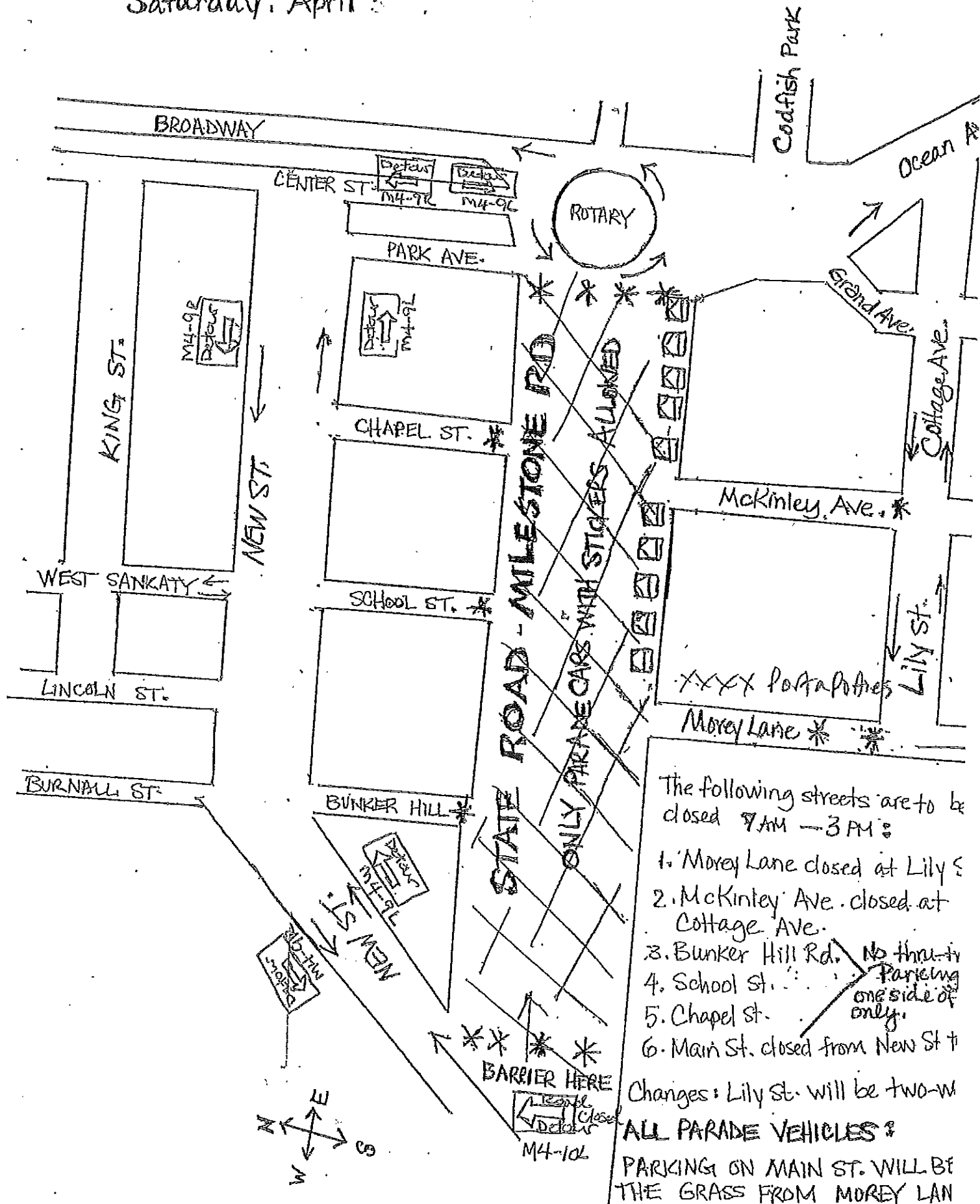
Return completed application, including Submittal Checklist, to the District Highway Director for your town/city. Refer to reverse side for appropriate address.

For office use only. Do not write below this line.

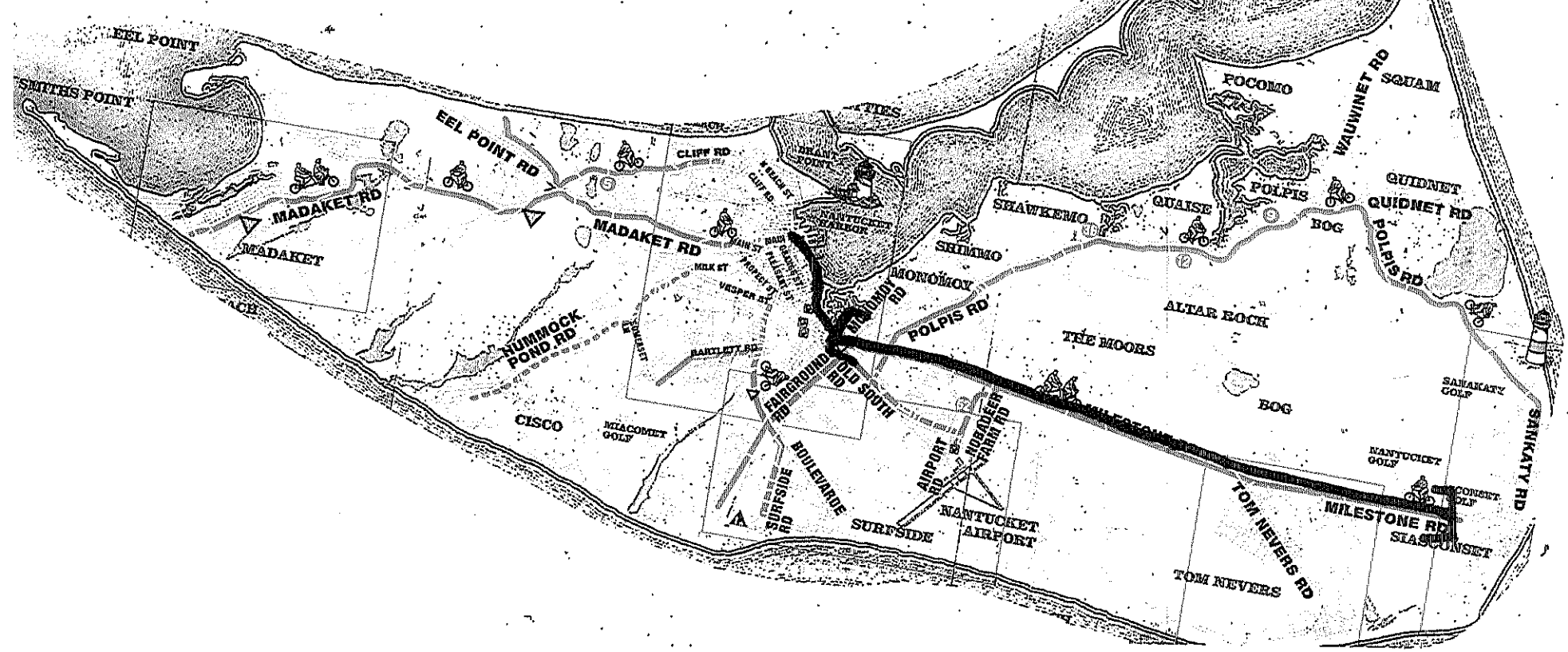
- | | |
|--|--|
| 1. Application number: _____ | 6. Section 61 Finding date: _____ |
| 2. Date received: _____ | 7. Mass. Historic Action (yes or no): _____ |
| 3. Fee amount (non-refundable): _____ | 8. Plans returned to DHD: _____ |
| 4. Completeness Pre-Review date: _____ | 9. Permit Type/Category: _____ |
| 5. MEPA required (yes or no): _____ | 10. Application complete date: _____ |
| ENF-EOEEA Cert. # _____ | 11. Permit written date: _____ |
| EIR-EOEEA Cert. # _____ | 12. Permit issued date: _____ |
| Other-EOEEA Cert. # _____ | 13. Permit denied: _____ |
| | 14. Permit Recording date at Registry of Deeds _____ |

¹ If an agent is representing an Applicant, the application must include a notarized letter from the Applicant outlining the specified duties and responsibilities of the agent. Where work is proposed on a utility, the utility department must sign the application as the Applicant(s).

Sconset Map



This is a detailed map of the Wauninet Harbor area. The map shows the Head of Harbor, Wauninet, Pocomo, Quaise, Polpis, Bog, Altar Rock, and various roads including Wauninet Rd, Quidnet Rd, Polpis Rd, Sankaty Rd, Milestone Rd, Tom Nevers Rd, and Sankaty Golf. The map also features a lighthouse at the top left and a small boat at the bottom right.



EVENT NOTIFICATION FORM

Date:

Ms. Mary-Joe Perry
District Highway Director, District Five
MassDOT, Highway Division
1000 County Street
Taunton, MA 02780

Dear Sir/Madam,

Please be advised that the City/Town of Nantucket has notified the Board of Selectmen/City Council, Local Police Department, Local Fire Department and if applicable the State Police of its intention to conduct road work parade race/ or other events impacting State Highways on Route(s) Auto Route M in or through the City/Town(s) of Nantucket (Milestone / Sconset Road) benefiting Nantucket Island Chamber of Commerce

The Board of Selectmen/City Council understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed work or event.

The Grantee must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or state police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

The following signatures are required prior to the issuance of the Permit. All officials listed below shall assume all responsibility and liability for all activity associated under their jurisdiction.

LOCAL POLICE DEPARTMENT

Signed: Chpt. M. D. D.

Title: LT.

City/Town: NANTUCKET

FIRE DEPARTMENT

Signed: Elizabeth A. Shannon

Title: Fire Prevention Officer

City/Town: Nantucket

BOARD OF SELECTMEN/CITY COUNCIL

Signed: _____

Title: _____

City/Town: _____

Event Notification.doc

STATE POLICE DEPARTMENT

Signed: _____

Title: _____

City/Town: _____



Board of Selectmen
16 Broad St
Nantucket, MA 02554

February 2, 2016

Daffodil Tailgate Picnic

The Chamber of Commerce is applying for a Public Assembly Permit and requests a one-day waiver of Chapter 54 Section 1C for our annual Tailgate Picnic, as we have done since 2010.

The Tailgate Picnic is a free event that will take place on Saturday, April 30 from 12:30-3:00 PM, with the expectation of 1000 persons in attendance. A minimum of two staff members from the Chamber of Commerce will be present from 12:00-4:00 PM, along with eight volunteer organizers to help monitor the area, and 8-10 police officers.

We know that a waiver has always been a part of the Public Assembly Permit. However, we are again requesting to obtain permission from the Board of Selectmen to allow attendees to have an open container or drink an alcoholic beverage on public land (closed off for this event from New Street to the Rotary in 'Sconset). While the Chamber of Commerce maintains the position that it is generally illegal for alcohol to be consumed on any public roadway, we understand that alcohol is consumed during this festive spring event, and it is our wish that people could partake in their celebration without any worrisome ramifications. A suitable number of volunteers and police officers will be on duty in 'Sconset to monitor crowd control. We fully intend to follow those same procedures this year.

Event Description: The antique cars leave downtown Nantucket following a police motorcycle escort to the village of 'Sconset. When arriving in 'Sconset the cars are then instructed by Chamber staff to park on the right side of Milestone Road (with the vehicle's tailgates facing the road) in the grass. Once the vehicles are parked, they set up their picnics to be judged in our Annual Tailgate Picnic Contest. This event runs until 3 pm; however the street remains closed until 4 pm to give the participants ample time to clean up and leave without being rushed by staff or volunteers.

Clean Up: Clean-up for this event will take place immediately following the event by Chamber of Commerce staff and volunteer organizers. We will continue our policy of giving out biodegradable trash bags, provided by ReMain, for people to separate their trash and recyclables. We have also been approached by Green Project Consultants to turn the Daffy Picnic into a Zero Waste Event and provide education about recycling to attendees as well as provide recycling receptacles at the picnic.



Nantucket Island Chamber of Commerce. Zero Main Street Nantucket, Ma. 02554
www.nantucketchamber.org 508.228.3643

FILM POLICY FEE PROPOSAL

FEE CATEGORY	CURRENT FEE	PROPOSED FEE
ADMINISTRATIVE FEES		
Application Fee	\$20	\$25
Filming Revisions to Original Permit	N/A	\$25/revision
Parking Fees for Core District/Overnight	N/A	TBD
(Assessment of Parking Fees to be determined based on location; time of year; impact on businesses/neighborhood; size and number of vehicles.)		
Commercial Film License Daily Fee	N/A	\$100/day
(When filming on Private Property. Assessment of Fee based on impact to public property; public safety; abutters; production vehicle parking; blocking of roads/parking from production vehicles/equipment.)		
COMMERCIAL FILMING ON PUBLIC PROPERTY FEES		
Video/B-Roll/Photography Daily Fee	N/A	\$100/day
Small (Under 10) Production Daily Fee	N/A	\$500/day/April-Oct. \$350/day/Nov.-March
Large (Crew Over 10) Production Daily Fee	\$1000	\$1000/day/April-Oct. \$750/day/Nov.-March
(Size category by determination of Events Committee/BOS. To include entire production team; equipment and total impact to the community.)		
NOT FOR PROFIT FILMING ON PUBLIC PROPERTY FEES:		
Not for Profit Production (Off-Island Org.)	N/A	\$150/day/April-Oct. \$100/day/Nov.-March
Not For Profit Production (Nantucket Org.)	N/A	N/A
Student Film	N/A	\$25 Application Fee

The above fees are for film permits only and do not include other permits, fees, licenses, or location fees that may be required by other agencies.

FY 2017 Budget

Airport Enterprise Fund

FY2016

Airport Enterprise Fund Review

- **Mission:**
 - *“The mission of the Nantucket Memorial Airport (ACK) is to provide operationally safe, environmentally responsible, and economically sustainable air service to the residents, businesses and visitors to the island of Nantucket.”*
- **Goals:**
 - Improve Air Service
 - Develop Sustainable Financial Model
 - Improve Operating Infrastructure
 - Continue to Improve Work Processes
- **Initiatives and Accomplishments:**
 - Eliminated Deficit
 - Began Repayment to Town
 - Completed Phase I North Ramp Rehabilitation
 - Began Control Tower Construction
 - Formerly Used Defense Site Remediation Complete
 - Completed Airport Master Plan

FY 2017

Airport Enterprise Fund Overview

- **Priorities:**
 - Safety & Security
 - Quality Service Delivery
 - Financial Sustainability
 - Improved Air Service
- **Significant Changes Year-to-Year**
 - Rate Increases
 - Increased Fuel Sales
 - Added jetBlue service to DCA
- **Key Issues**
 - Continued Ferry Competition
 - Employee housing
 - Legacy Issues (Leases and Construction)

FY2017 Budget

Airport Enterprise Fund

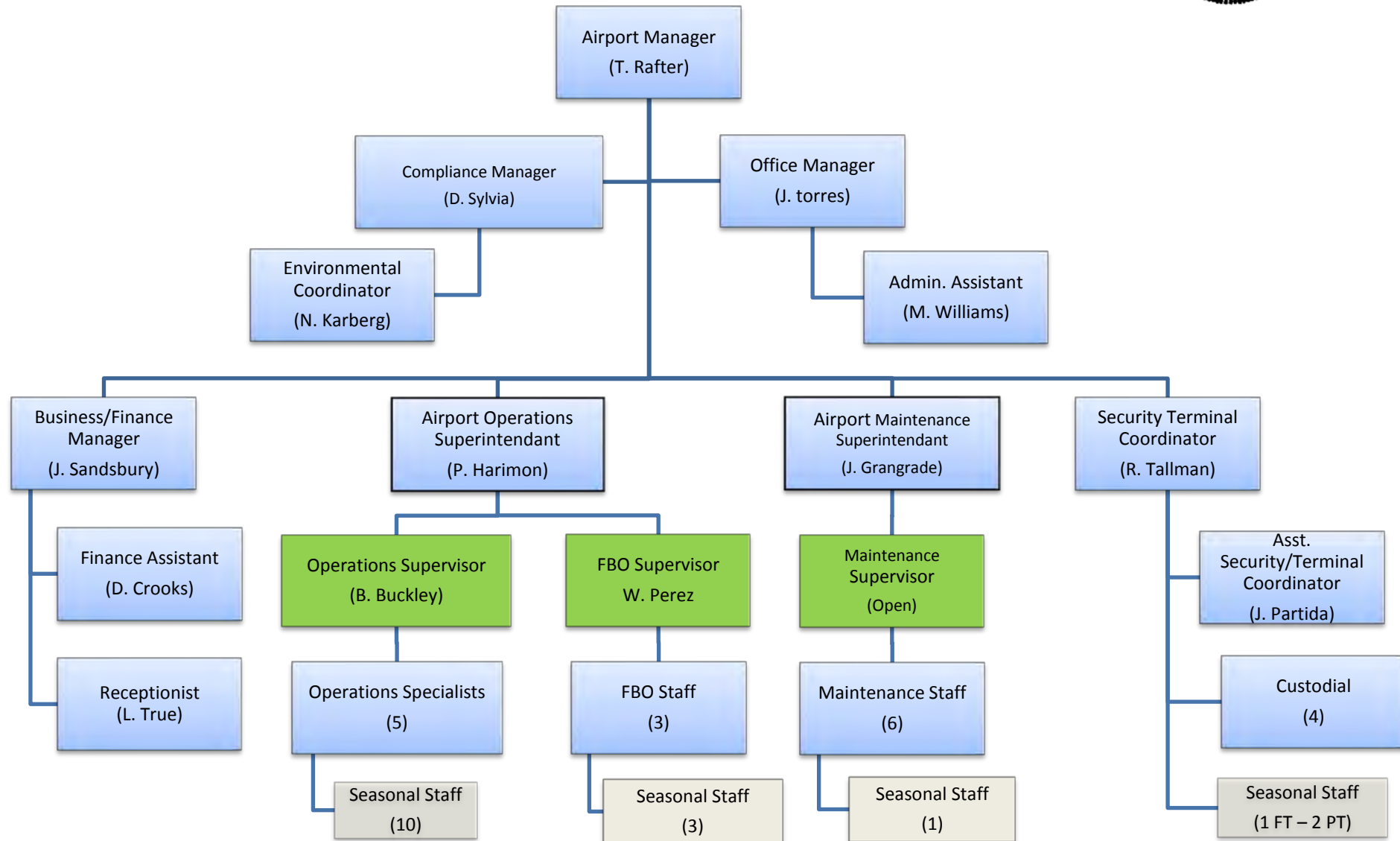
	FY2013	FY2014	FY2015	FY2016	PROJECTED	FY 2017 BUDGET	FY 2017 BUDGET
						OVER FY16 BUDGET	OVER FY16 BUDGET
<u>SUMMARY</u>	Actual	Actual	Actual	ATM Voted Budget	BUDGET FY2017	INC/(DEC) \$	INC/(DEC) \$
Payroll-Salary	\$ 2,904,209	\$ 2,903,502	\$ 3,069,266	\$ 3,055,150	\$ 3,152,950	\$ 97,800	3.2%
Medicare P/R Tax Expense	\$ 65,628	\$ 42,013	\$ 44,439	\$ 44,300	\$ 45,700	\$ 1,400	3.2%
Medical Insurance	\$ 484,784	\$ 539,062	\$ 597,610	\$ 647,248	\$ 676,913	\$ 29,665	4.6%
Barnstable County Retirement	\$ 511,951	\$ 456,485	\$ 477,801	\$ 543,185	\$ 569,000	\$ 25,815	4.8%
Utilities	\$ 457,606	\$ 480,620	\$ 526,162	\$ 598,000	\$ 568,000	\$ (30,000)	-5.0%
Airport Fuel-Since 2012 Reported in Fuel Revolver	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Repairs & Maintenance	\$ 285,712	\$ 262,884	\$ 377,823	\$ 375,400	\$ 457,650	\$ 82,250	21.9%
Professional Services	\$ 163,204	\$ 233,741	\$ 252,722	\$ 253,300	\$ 388,400	\$ 135,100	53.3%
Police Protection Services	\$ 250,000	\$ 229,167	\$ 270,833	\$ 250,000	\$ 250,000	\$ -	0.0%
Settlements/Personnel Contract Expense	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
General Insurance & WC	\$ 207,244	\$ 156,366	\$ 157,533	\$ 225,900	\$ 225,900	\$ -	0.0%
FBO Catering	\$ 319,374	\$ 331,295	\$ 350,682	\$ 335,000	\$ 368,000	\$ 33,000	9.9%
Other Supplies	\$ 45,800	\$ 96,104	\$ 97,912	\$ 105,500	\$ 89,700	\$ (15,800)	-15.0%
Travel	\$ 24,357	\$ 31,462	\$ 35,069	\$ 33,900	\$ 37,700	\$ 3,800	11.2%
Debt Service	\$ 1,064,968	\$ 1,163,846	\$ 1,264,551	\$ 1,221,244	\$ 1,234,312	\$ 13,068	1.1%
Indirect Costs	\$ 196,061	\$ 329,096	\$ 200,000	\$ 245,719	\$ 200,000	\$ (45,719)	-18.6%
Other	\$ 612,193	\$ 504,921	\$ 597,244	\$ 764,900	\$ 864,815	\$ 99,915	13.1%
TOTAL AIRPORT	\$ 7,618,091	\$ 7,760,564	\$ 8,319,647	\$ 8,698,746	\$ 9,129,040	\$ 430,294	4.9%

Appendix

Airport Enterprise Fund



Nantucket Memorial Airport Organizational Chart – November 2015



FY 2017 Budget Detail

TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT - ENTERPRISE FUND

Finance Department *Airport Manager*
Recom

	Actual FY2015	BUDGET FY2016	PROJECTED BUDGET FY2017	REVISED BUDGET FY2017
REVENUE	8,119,252	7,869,903	8,006,467	8,006,467
EXPENSES	8,319,647	8,698,746	9,129,040	9,129,040
NET EARNINGS	(200,395)	(828,843)	(1,122,573)	(1,122,573)
Transfer from Retained Earnings	200,395	828,843	1,122,573	1,122,573
NET EARNINGS	-	-	-	-
NET SOURCES/USES:				
Transfer from Airport Fuel Revolver	-	-	-	-
Ending FB	-	-	-	-
TOTAL			-	-

Certified Retained Earnings as of July 1, 2015 2,209,992

	Projected Revolving Fuel Fund FY 2015	FY 2016	FY 2017	
Fuel Sales	5,382,650	5,300,000	4,000,000	4,000,000
Fuel Purchases	4,724,689	5,300,000	4,000,000	4,000,000
	-	-	-	-
Net Surplus (Deficit)	657,961	-	-	-
Beginning FB	433,190	1,091,151	50,000	50,000
Transfer to Airport Enterprise Fund		(1,041,151)		
Ending FB	1,091,151	50,000	50,000	50,000

TOWN OF NANTUCKET PROPOSED BUDGET FY2017									
			Actual Total FY2013	Actual Total FY2014	Actual Total FY2015	ATM Voted Budget FY2016	PROJECTED BUDGET FY2017	FY 2017 INC/(DEC) OVER FY16 BUDGET \$	FY 2017 INC/(DEC) OVER FY16 BUDGET \$
ORG	OBJ	Revenue:							
		FBO Sales Income							
65482	42451	FUEL SALES	1,587,470	2,077,737	1,971,243	2,000,000	2,000,000	-	0.0%
65482	42452	FUEL SALES - GAS & DIESEL		-	3,101	-	-	-	0.0%
65482	43231	GEN AVIATION LANDING FEE	375,690	518,754	552,130	518,000	550,000	32,000	6.2%
65482	43232	GEN AVIATION RAMP FEES	1,175,142	1,218,202	1,344,062	1,220,000	1,350,000	130,000	10.7%
65482	43239	FBO SUPPLIES AND SERVICES	35,026	43,009	32,567	43,000	38,000	(5,000)	-11.6%
65482	43704	CATERING INCOME	391,412	398,490	429,173	400,000	415,000	15,000	3.8%
		Total FBO Sales:	3,564,739	4,256,193	4,332,275	4,181,000	4,353,000	172,000	4.1%
		Rental Income							
65482	43606	RENTAL FEES: EMP HOUSING	850	1,800	5,600	-	5,600	5,600	100.0%
65482	43630	RENTAL INCOME-TERMINAL	468,938	369,088	607,645	370,000	371,640	1,640	0.4%
65482	43631	RENTAL INCOME-TOWER	133,020	133,122	144,216	134,000	133,000	(1,000)	-0.7%
65482	43632	RENTAL INCOME-LAND	523,105	658,649	683,230	660,000	788,066	128,066	19.4%
65482	43633	RENTAL INCOME-HANGAR	109,785	97,304	87,052	97,300	83,500	(13,800)	-14.2%
		Totals Rentals:	1,235,698.44	1,259,963.30	1,527,743	1,261,300	1,381,806	120,506	9.6%
		Fee Income							
65482	43709	VIDEO CONFERENCE	-	-	-	-	-	-	0.0%
65482	43705	ART SALES COMMISSION	65	1,000	1,870	1,000	1,400	400	40.0%
65482	43706	CONCESSION FEES	38,277	32,647	33,308	32,600	33,300	700	2.1%
65482	43707	AUTO RENTAL COMMISSIONS	492,772	509,199	527,843	510,000	520,000	10,000	2.0%
65482	43233	FREIGHT HANDLING FEE	39,682	63,345	57,862	63,350	91,757	28,407	44.8%
65482	43238	AIRLINE LANDING FEES	486,070	503,106	523,180	503,100	454,204	(48,896)	-9.7%
65482		Noise Abatement			-	-	-	-	0.0%
65482	42450	AIRPORT INCOME	-	-	-	-	-	-	0.0%
65482	43234	RESERVED TIE DOWN FEES	49,600	49,825	53,900	50,000	48,800	(1,200)	-2.4%
65482	48434	OTHER FEES	-	-	-	-	-	-	0.0%
		Total Fees:	1,106,466	1,159,122	1,197,964	1,160,050	1,149,461	(10,589)	-0.9%
		Vehicle Income							
65482	43236	PARKING LOT FEES	270,636	316,027	306,203	316,000	311,000	(5,000)	-1.6%
65482	47701	PARKING TICKETS	30,845	32,137	19,770	32,150	24,000	(8,150)	-25.3%
65482	44518	TAXI PERMITS	19,800	19,500	22,700	19,500	25,000	5,500	28.2%
		Total Vehicles:	321,281	367,664	348,673	367,650	360,000	(7,650)	-2.1%
		Other Income							
65482	43634	CUSTOMER FACILITY CHARGES	87,026	91,346	86,992	91,300	174,000	82,700	90.6%
65482	43235	ANNUAL BUSINESS ACTIVITY FEE	25,500	23,750	58,500	23,750	23,750	-	0.0%
55122	42114	PASSENGER FACILITY CHARGE(PFC)	-	-	445,036	647,323	434,050	(213,273)	-32.9%
65482	48201	INTEREST ON INVESTMENTS	34,276	22,789	22,909	22,780	23,000	220	1.0%
65482	43237	FINGER PRINTING FEES	3,050	1,950	3,250	1,950	2,600	650	33.3%
65482	43708	MISC INC	26,120	22,084	7,339	22,000	14,000	(8,000)	-36.4%
65482	45402	FEDERAL REV - LEO	72,727	90,820	90,820	90,800	90,800	-	0.0%
65482	48400	MISC REVENUE	264,644	233,865	101	-	-	-	0.0%
65482	48436	INS PROCEEDS	39,632	-	-	-	-	-	0.0%
65482	49000	REFUNDS	(25,847)	(65,462)	(2,350)	-	-	-	0.0%
65482	49104	PREMIUM REVENUE ON DEBT	59,550	101,870	-	-	-	-	0.0%
65482	49701	TRANSFER FROM GENERAL FUND	-	304,598	-	-	-	-	0.0%
		Total Other Income:	586,678	827,610	712,597	899,903	762,200	(137,703)	-15.3%
		SUBTOTAL OPERATING REVENUE	6,814,863	7,870,552	8,119,252	7,869,903	8,006,467	136,564	1.7%
		TRANSFER FROM GENERAL FUND	1,150,728	-				-	
		TOTAL REVENUE:	7,965,591	7,870,552	8,119,252	7,869,903	8,006,467	136,564	10.7%

TOWN OF NANTUCKET PROPOSED BUDGET FY2017											
		Actual	Actual	Actual	ATM Voted	PROJECTED	FY 2017 BUDGET	FY 2017 BUDGET			
ORG	OBJ	Total FY2013	Total FY2014	Total FY2015	Budget FY2016	BUDGET FY2017	OVER FY16 BUDGET INC/(DEC) \$	OVER FY16 BUDGET INC/(DEC) \$			
65482	51100	AIRPORT ADMINISTRATION SALARY*	\$ 1,136,804	\$ 1,115,598	\$ 1,069,422	\$ 1,062,100	\$ 1,003,400	\$ (58,700)	-5.5%		
65482	51700	LONGEVITY PAY	\$ 51,061	\$ 54,262	\$ 59,872	\$ 64,800	\$ 64,200	\$ (600)	-0.9%		
65482	51122	AIRPORT OPERATIONS SALARY*	\$ 661,900	\$ 717,075	\$ 782,913	\$ 758,424	\$ 714,724	\$ (43,700)	-5.8%		
65482	51123	AIRPORT MAINTENANCE SALARY*	\$ 887,311	\$ 851,402	\$ 928,447	\$ 941,626	\$ 958,476	\$ 16,850	1.8%		
65482	51124	AIRPORT SECURITY SALARY	\$ -	\$ -	\$ 54,750	\$ -	\$ 169,900	\$ 169,900	100.0%		
65482	51200	SALARY, SEASONAL	\$ 167,133	\$ 165,165	\$ 169,351	\$ 228,200	\$ 242,250	\$ 14,050	6.2%		
65482	51701	INS PREM:MEDICAL BLUE CROSS	\$ 484,784	\$ 539,062	\$ 597,610	\$ 647,248	\$ 676,913	\$ 29,665	4.6%		
65482	51960	COMPENSATION/UNEMPLOYMENT	\$ -	\$ -	\$ 4,511	\$ -	\$ -	\$ -	0.0%		
65482	51961	MEDICARE P/R TAX	\$ 65,628	\$ 42,013	\$ 44,439	\$ 44,300	\$ 45,700	\$ 1,400	3.2%		
65482	51770	BARNSTABLE COUNTY RETIREMT FND	\$ 511,951	\$ 456,485	\$ 477,801	\$ 543,185	\$ 569,000	\$ 25,815	4.8%		
65482	51900	CONTRACTUAL OBLIGATIONS**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%		
TOTAL PAYROLL EXPENSES		\$ 3,966,572	\$ 3,941,062	\$ 4,189,116	\$ 4,289,883	\$ 4,444,563	\$ 154,680	3.6%			
65482	52501	MISC PURCH:FBO CATERING	\$ 319,374	\$ 331,295	\$ 350,682	\$ 335,000	\$ 368,000	\$ 33,000	9.9%		
65482	52502	MISC PURCH:FBO/PILOT SERVICES	\$ 10,116	\$ 18,529	\$ 31,646	\$ 30,000	\$ 31,600	\$ 1,600	5.3%		
65482	52503	MISC PURCH:S&M EQUIP	\$ -	\$ 801	\$ -	\$ -	\$ -	\$ -	0.0%		
65482	52505	EQUIPMENT RENTAL /FUEL TRUCK RENTAL	\$ 91,806	\$ 82,430	\$ 89,280	\$ 90,000	\$ 99,900	\$ 9,900	11.0%		
65482	54102	ENERGY:AIRPORT FUEL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%		
65482	55802	OTHER:CREDIT CARD COMM	\$ 276,931	\$ 207,394	\$ 246,228	\$ 250,000	\$ 256,000	\$ 6,000	2.4%		
TOTAL FBO EXPENSES		\$ 698,227	\$ 640,449	\$ 717,835	\$ 705,000	\$ 755,500	\$ 50,500	7.2%			
65482	52429	TRIENNIAL DRILL & SPECIAL EVENTS	\$ -	\$ -	\$ 18,971	\$ -	\$ 1,000	\$ 1,000	100.0%		
65482	52504	PERSONNEL UNIFORMS	\$ 22,349	\$ 18,846	\$ 21,040	\$ 21,000	\$ 24,200	\$ 3,200	15.2%		
65482	53187	TRAINING ARFF	\$ -	\$ -	\$ 23,742	\$ 24,300	\$ 19,200	\$ (5,100)	-21.0%		
65482	54109	MISC PURCH:OPERATIONS	\$ -	\$ -	\$ 10,594	\$ 20,300	\$ 18,000	\$ (2,300)	-11.3%		
65482	54701	OPS SILVER SUITS	\$ -	\$ -	\$ 3,476	\$ 12,400	\$ -	\$ (12,400)	-100.0%		
TOTAL ARFF/OPERATIONS EXPENSES		\$ 22,349	\$ 18,846	\$ 77,823	\$ 78,000	\$ 62,400	\$ (15,600)	-20.0%			
65482	52403	REP&MAINT:VEHICLE	\$ -	\$ -	\$ 13,786	\$ 6,800	\$ 22,000	\$ 15,200	223.5%		
65482	52404	REP&MAINT:BUILDING	\$ 101,366	\$ 111,544	\$ 185,750	\$ 110,000	\$ 178,000	\$ 68,000	61.8%		
65482	52405	REP&MAINT:EQUIPMENT	\$ 53,990	\$ 59,341	\$ 53,574	\$ 45,000	\$ 44,450	\$ (550)	-1.2%		
65482	52409	REP&MAINT:AIRFIELD MAINTENCE	\$ 72,651	\$ 65,218	\$ 64,669	\$ 111,000	\$ 114,700	\$ 3,700	3.3%		
65482	52411	REP&MAINT:GROUNDS	\$ 12,658	\$ 10,623	\$ 17,307	\$ 21,800	\$ 21,000	\$ (800)	-3.7%		
65482	52417	PARKING LOT MAINT	\$ 854	\$ 9,568	\$ -	\$ 10,000	\$ 11,000	\$ 1,000	10.0%		
65482	52419	NEW TOOLS & EQUIP	\$ 318	\$ 3,623	\$ 15,085	\$ 6,400	\$ 4,700	\$ (1,700)	-26.6%		
65482	52420	PKG LOT TOW FEES	\$ 80	\$ 400	\$ 195	\$ 400	\$ 300	\$ (100)	-25.0%		
65482	52424	FUEL STORAGE FACILITY MAINT	\$ 44,194	\$ 6,590	\$ 29,617	\$ 69,300	\$ 33,000	\$ (36,300)	-52.4%		
65482	52430	REP&MAINT:THOMPSON HOUSE	\$ -	\$ -	\$ 2,801	\$ 500	\$ 7,500	\$ 7,000	1400.0%		
65482	52906	SNOW REMOVAL & MAINTENANCE	\$ -	\$ -	\$ 10,318	\$ 1,000	\$ 26,000	\$ 25,000	2500.0%		
65482	52907	PROPERTY:RUBBISH PICKUP	\$ 15,677	\$ 24,927	\$ 25,235	\$ 25,000	\$ 26,500	\$ 1,500	6.0%		
65482	53300	ENVIRONMENTAL	\$ 55,402	\$ 39,661	\$ 28,264	\$ 48,000	\$ 15,200	\$ (32,800)	-68.3%		
65482	53303	TRANS:SECURITY	\$ 10,108	\$ 17,041	\$ 21,987	\$ 34,000	\$ 34,000	\$ -	0.0%		
65482	53804	OTHER:FREIGHT	\$ 5,011	\$ 3,324	\$ 3,995	\$ 3,000	\$ 4,500	\$ 1,500	50.0%		
65482	54101	ENERGY:GAS & DIESEL	\$ 75,344	\$ 71,905	\$ 67,505	\$ 79,000	\$ 70,000	\$ (9,000)	-11.4%		
65482	54214	VEHICLE SUPPLIES	\$ -	\$ -	\$ 10,261	\$ 14,600	\$ 10,000	\$ (4,600)	-31.5%		
65482	54302	BLDG&EQ:MAINT & SUPPLIES	\$ 6,901	\$ 36,320	\$ 26,954	\$ 27,000	\$ 23,000	\$ (4,000)	-14.8%		
65482	54501	CUSTODIAL:CLEANING SUPPLY	\$ 20,146	\$ 29,671	\$ 30,769	\$ 31,000	\$ 32,000	\$ 1,000	3.2%		
TOTAL SERVICE AND MAINTENANCE		\$ 474,699	\$ 489,756	\$ 608,074	\$ 643,800	\$ 677,850	\$ 34,050	5.3%			
65482	52101	UTILITY:ELECTRICITY	\$ 270,221	\$ 286,172	\$ 346,825	\$ 390,000	\$ 372,000	\$ (18,000)	-4.6%		

TOWN OF NANTUCKET PROPOSED BUDGET FY2017											
ORG	OBJ		Actual	Actual	Actual	ATM Voted	PROJECTED	FY 2017 BUDGET	FY 2017 BUDGET		
			Total FY2013	Total FY2014	Total FY2015	Budget FY2016	BUDGET FY2017	OVER FY16 BUDGET INC/(DEC) \$	OVER FY16 BUDGET INC/(DEC) \$		
65482	52103	UTILITY:FUEL OIL	\$ 58,631	\$ 57,628	\$ 47,096	\$ 61,000	\$ 48,000	\$ (13,000)			-21.3%
65482	52104	UTILITY:PROPANE	\$ 2,046	\$ 8,810	\$ 6,402	\$ 9,500	\$ 7,000	\$ (2,500)			-26.3%
65482	52105	UTILITY:WATER	\$ 28,507	\$ 33,106	\$ 35,725	\$ 35,000	\$ 37,000	\$ 2,000			5.7%
65482	52703	RENT/LSE:POSTAGE METER	\$ 17,987	\$ 11,913	\$ 696	\$ 700	\$ 750	\$ 50			7.1%
65482	53100	PROFESSIONAL SERVICES	\$ 163,204	\$ 189,741	\$ 178,752	\$ 185,300	\$ 347,000	\$ 161,700			87.3%
65482	53103	GENERAL:ADVERTISING	\$ 3,166	\$ 7,970	\$ 56	\$ 8,000	\$ 4,000	\$ (4,000)			-50.0%
65482	53157	POLICE PROTECTION SERVICES	\$ 250,000	\$ 229,167	\$ 270,833	\$ 250,000	\$ 250,000	\$ -			0.0%
65482	53159	MARKETING	\$ -	\$ -	\$ 3,856	\$ 4,000	\$ 2,500	\$ (1,500)			-37.5%
65482	53165	PROFESSIONAL SERVICES - AIP PROJECTS	\$ -	\$ -	\$ 8,370	\$ -	\$ -	\$ -			0.0%
65482	53175	PROF SVCS: FLIGHT PLANNING (PASSUR)	\$ -	\$ 44,000	\$ 50,600	\$ 68,000	\$ 26,400	\$ (41,600)			-61.2%
65482	53176	NOISE FLIGHT TRACKING SOFTWARE (EXCELIS)	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000	\$ 15,000			100.0%
65482	53401	COMM:TELEPHONE	\$ 22,858	\$ 22,999	\$ 22,610	\$ 23,500	\$ 34,000	\$ 10,500			44.7%
65482	53402	COMM:POSTAGE	\$ 2,930	\$ 3,396	\$ 2,219	\$ 3,900	\$ 3,300	\$ (600)			-15.4%
65482	53403	COMM: AIRPORT	\$ 14,791	\$ 18,020	\$ 15,657	\$ 19,000	\$ 17,000	\$ (2,000)			-10.5%
65482	53803	OTHER:LICENSES & TAXES	\$ 7,956	\$ 1,270	\$ 525	\$ 1,300	\$ 1,545	\$ 245			18.8%
65482	54201	OFFICE SUPPLIES	\$ 18,435	\$ 26,490	\$ 14,842	\$ 26,500	\$ 20,000	\$ (6,500)			-24.5%
65482	54202	OFFICE:EQUIPMENT	\$ 4,060	\$ 4,432	\$ 10,687	\$ 7,000	\$ 2,700	\$ (4,300)			-61.4%
65482	54213	RENT/LEASE:OFFICE EQUIPMENT	\$ -	\$ -	\$ 15,689	\$ 14,000	\$ 16,000	\$ 2,000			14.3%
65482	55101	BOOKS/SUBSCRIPTIONS	\$ 2,883	\$ 4,466	\$ 3,165	\$ 3,400	\$ 4,000	\$ 600			17.6%
65482	55102	MEMBERSHIPS & DUES	\$ 3,365	\$ 4,742	\$ 10,133	\$ 6,200	\$ 11,000	\$ 4,800			77.4%
65482	57101	TRAVEL:HOTEL/LODGING	\$ 17,447	\$ 17,261	\$ 9,205	\$ 8,000	\$ 11,000	\$ 3,000			37.5%
65482	57102	TRAVEL:TRANSPORTATION	\$ 530	\$ 978	\$ 20,300	\$ 20,000	\$ 20,700	\$ 700			3.5%
65482	57103	TRAVEL:SEMINARS/CONFERENCES - GENERAL	\$ 4,289	\$ 7,061	\$ 3,802	\$ 5,000	\$ 4,500	\$ (500)			-10.0%
65482	57201	TRAVEL:MEALS & ENTERTAINMENT	\$ 2,091	\$ 6,162	\$ 1,761	\$ 900	\$ 1,500	\$ 600			66.7%
65482	57802	OTHER:SCHOOLS MISC	\$ 12,569	\$ 20,871	\$ 9,909	\$ 4,000	\$ 11,000	\$ 7,000			175.0%
65482	57803	OTHER:BANK CHARGES	\$ 15,374	\$ (8,300)	\$ -	\$ -	\$ -	\$ -			0.0%
TOTAL ADMINISTRATIVE EXPENSES			\$ 923,339	\$ 998,355	\$ 1,104,714	\$ 1,154,200	\$ 1,267,895	\$ 113,695			9.9%
65482	57401	INS PREM:AUTO & LIABILITY	\$ 207,244	\$ 156,366	\$ 146,447	\$ 225,900	\$ 213,400	\$ (12,500)			-5.5%
65482	57502	INS: WORKMANS COMP	\$ -	\$ -	\$ 11,086	\$ -	\$ 12,500	\$ 12,500			100.0%
65482	59101	DEBT SERV:PRINCIPAL	\$ 619,000	\$ 765,000	\$ 834,000	\$ 820,000	\$ 839,000	\$ 19,000			2.3%
65482	59102	DEBT SERVICE INTEREST	\$ 334,178	\$ 398,846	\$ 420,569	\$ 401,244	\$ 385,312	\$ (15,932)			-4.0%
65482	59103	ISSUE EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			0.0%
65482	59105	DEBT SERVICE BAN INTEREST	\$ 111,790	\$ -	\$ 9,982	\$ -	\$ 10,000	\$ 10,000			100.0%
65482	59104	DEBT SERVICE BAN PRINCIPAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			0.0%
65482	59000	DEBT SERVICE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			0.0%
65482	57407	INSURANCE CLAIM	\$ 39,632	\$ -	\$ -	\$ -	\$ -	\$ -			0.0%
65482	57600	PERSONNEL CONTRACT EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			0.0%
65482	59501	INDIRECTS	\$ 196,061	\$ 329,096	\$ 200,000	\$ 245,719	\$ 200,000	\$ (45,719)			-18.6%
65482	58999	FINCOM TRANSFER EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			0.0%
65482	92004	UNPAID BILLS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			0.0%
65482	57601	SETTLEMENTS	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -			0.0%
65482	59250	INTEREST: GENERAL	\$ -	\$ 22,788	\$ -	\$ -	\$ -	\$ -			0.0%
65482	59991	REPAYMENT TO GENERAL FUND	\$ -	\$ -	\$ -	\$ 135,000	\$ 235,620	\$ 100,620			74.5%
65482	59999	CONTIGNCY RESERVE-EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000			100.0%
TOTAL OTHER EXPENSES			\$ 1,532,905	\$ 1,672,096	\$ 1,622,084	\$ 1,827,863	\$ 1,920,832	\$ 92,969			5.1%
Total Other Expenses:			\$ 3,651,519	\$ 3,819,502	\$ 4,130,531	\$ 4,408,863	\$ 4,684,477	\$ 275,614			6.3%

		TOWN OF NANTUCKET PROPOSED BUDGET FY2017							
ORG	OBJ	Actual	Actual	Actual	ATM Voted	PROJECTED	FY 2017 BUDGET	FY 2017 BUDGET	
		Total	Total	Total	Budget	BUDGET	OVER FY16 BUDGET	OVER FY16 BUDGET	
		FY2013	FY2014	FY2015	FY2016	FY2017	INC/(DEC) \$	INC/(DEC) \$	
		TOTAL EXPENSES \$	7,618,091 \$	7,760,564 \$	8,319,647	\$ 8,698,746	\$ 9,129,040	\$ 430,294	4.9%
		TOTAL REVENUES (Includes GF Subsidy)							

Estimated Use of retained Earnings*
* Salary line items for Administration, Operations and Maintenance include Vacation, Sick Time,Personal time,Overtime,Shift Differentials, Holiday and Holiday Worked.

SUMMARY	FY2013	FY2014	FY2015	FY2016	PROJECTED	FY 2017 BUDGET	FY 2017 BUDGET
	Actual	Actual	Actual	ATM Voted Budget	BUDGET FY2017	OVER FY16 BUDGET INC/(DEC) \$	OVER FY16 BUDGET INC/(DEC) \$
Payroll-Salary	\$ 2,904,209	\$ 2,903,502	\$ 3,069,266	\$ 3,055,150	\$ 3,152,950	\$ 97,800	3.2%
Medicare P/R Tax Expense	\$ 65,628	\$ 42,013	\$ 44,439	\$ 44,300	\$ 45,700	\$ 1,400	3.2%
Medical Insurance	\$ 484,784	\$ 539,062	\$ 597,610	\$ 647,248	\$ 676,913	\$ 29,665	4.6%
Barnstable County Retirement	\$ 511,951	\$ 456,485	\$ 477,801	\$ 543,185	\$ 569,000	\$ 25,815	4.8%
Utilities	\$ 457,606	\$ 480,620	\$ 526,162	\$ 598,000	\$ 568,000	\$ (30,000)	-5.0%
Airport Fuel-Since 2012 Reported in Fuel Revolver	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Repairs & Maintenance	\$ 285,712	\$ 262,884	\$ 377,823	\$ 375,400	\$ 457,650	\$ 82,250	21.9%
Professional Services	\$ 163,204	\$ 233,741	\$ 252,722	\$ 253,300	\$ 388,400	\$ 135,100	53.3%
Police Protection Services	\$ 250,000	\$ 229,167	\$ 270,833	\$ 250,000	\$ 250,000	\$ -	0.0%
Settlements/Personnel Contract Expense	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
General Insurance & WC	\$ 207,244	\$ 156,366	\$ 157,533	\$ 225,900	\$ 225,900	\$ -	0.0%
FBO Catering	\$ 319,374	\$ 331,295	\$ 350,682	\$ 335,000	\$ 368,000	\$ 33,000	9.9%
Other Supplies	\$ 45,800	\$ 96,104	\$ 97,912	\$ 105,500	\$ 89,700	\$ (15,800)	-15.0%
Travel	\$ 24,357	\$ 31,462	\$ 35,069	\$ 33,900	\$ 37,700	\$ 3,800	11.2%
Debt Service	\$ 1,064,968	\$ 1,163,846	\$ 1,264,551	\$ 1,221,244	\$ 1,234,312	\$ 13,068	1.1%
Indirect Costs	\$ 196,061	\$ 329,096	\$ 200,000	\$ 245,719	\$ 200,000	\$ (45,719)	-18.6%
Other	\$ 612,193	\$ 504,921	\$ 597,244	\$ 764,900	\$ 864,815	\$ 99,915	13.1%
TOTAL AIRPORT	\$ 7,618,091	\$ 7,760,564	\$ 8,319,647	\$ 8,698,746	\$ 9,129,040	\$ 430,294	4.9%

Nantucket Memorial Airport Enterprise Fund	
Number of Positions in Department	
Full-time	ORG: 65482
Part-time	33
Seasonal	0
Temporary	19
Vacancies	0
New Positions Requested	1
	0
TOTAL OF ALL POSITIONS	
	53

Name, Position	Job Code	Avg Hours Per Week	Class & Step as of 6/30/16 (e.g., B -Step 3)	Yearly Salary as of 6/30/16	53 Week Adjustment	FY17 Step Increase Date	Prorated FY 2017 Salary	Longevity Pay	Other	Total by Employee
RAFTER, T. - AIRPORT MANAGER	AI01	40.00	CONTRACT	\$ 155,000	\$ 155,417	6/4/2017	\$ 155,600	\$ -	\$ -	\$ 155,600
MILLER, J.-BUSINESS MANAGER	AI05	40.00	NON-UNION	\$ 85,000	\$ 85,229	5/6/2017	\$ 85,500	\$ -	\$ -	\$ 85,500
CROOKS, D. - ADMINISTRATION ASSISTANT	AI25	40.00	NON-UNION	\$ 91,100	\$ 91,345	11/15/2016	\$ 92,500	\$ 3,600	\$ -	\$ 96,100
VACANT - OPERATIONS OFFICE CLERK	AI22	40.00	UNION	\$ 45,500	\$ 45,623	9/4/2016	\$ 46,400	\$ -	\$ -	\$ 46,400
HEINTZ, L. - OPERATIONS OFFICE CLERK	AI22	40.00	UNION	\$ 77,900	\$ 78,110	12/7/2016	\$ 79,000	\$ 3,100	\$ -	\$ 82,100
JOHNSON,C. - OPERATIONS OFFICE CLERK	AI22	40.00	UNION	\$ 45,500	\$ 45,623	4/10/2017	\$ 45,800	\$ -	\$ -	\$ 45,800
TRUE, L. - OPERATIONS OFFICE CLERK	AI22	40.00	UNION	\$ 46,700	\$ 46,826	5/6/2017	\$ 47,000	\$ -	\$ -	\$ 47,000
WILLIAMS,M.-OPERATIONS OFFICE CLERK	AI25	40.00	NON-UNION	\$ 53,200	\$ 53,343	7/7/2016	\$ 54,400	\$ -	\$ -	\$ 54,400
SYLVIA, D. - ASST. AIRFIELD SUPERVISOR	AI24	40.00	NON-UNION	\$ 115,700	\$ 116,012	1/1/2017	\$ 117,200	\$ 5,800	\$ -	\$ 123,000
TORRES, J. - OFFICE ADMINISTRATION	AI25	40.00	NON-UNION	\$ 105,700	\$ 105,985	8/3/2016	\$ 107,900	\$ 3,200	\$ -	\$ 111,100
KARBERG, N.-ENVIRONMENTAL	AI28	40.00	NON-UNION	\$ 85,000	\$ 85,229	1/18/2017	\$ 86,000	\$ -	\$ -	\$ 86,000
PEREZ,W. - FBO SUPERVISOR	AI30	40.00	SUPR-5	\$ 58,240	\$ 58,397	10/3/2016	\$ 59,300	\$ -	\$ -	\$ 59,300
PARTIDA, J. - OFFICE ASST. TO TERM	AI21	40.00	NON-UNION	\$ 65,100	\$ 65,275	10/2/2016	\$ 66,200	\$ 2,000	\$ -	\$ 68,200
TALLMAN, R. - TERMINAL COORDINATOR	AI26	40.00	NON-UNION	\$ 103,100	\$ 103,378	5/6/2017	\$ 103,700	\$ 4,100	\$ -	\$ 107,800
FALCONER, A. - OPERATIONS	AI30	40.00	OPS-1	\$ 67,150	\$ 67,331	1/14/2017	\$ 68,000	\$ -	\$ -	\$ 68,000
MOONEY, T. - OPERATIONS	AI30	40.00	OPS-5	\$ 75,000	\$ 75,202	5/7/2017	\$ 75,400	\$ 2,300	\$ 1,411	\$ 79,111
WELLINGTON, F. - OPERATIONS	AI30	40.00	OPS-5	\$ 75,000	\$ 75,202	4/14/2017	\$ 75,500	\$ 2,300	\$ 1,356	\$ 79,156
NELSON, S.- OPERATIONS	AI30	40.00	OPS-1	\$ 60,000	\$ 60,162	7/17/2016	\$ 61,300	\$ 1,800	\$ 972	\$ 64,072
SPENCE, N. - OPERATIONS	AI30	40.00	OPS-2	\$ 57,563	\$ 57,718	9/4/2016	\$ 58,700	\$ -	\$ -	\$ 58,700
HARIMON, P. - OPS SUPERINTENDENT	AI32	40.00	SUPR-5	\$ 95,500	\$ 95,757	8/21/2016	\$ 97,400	\$ 2,900	\$ 3,851	\$ 104,151
BUCKLEY, B. - OPERATIONS SUPV	AI32	40.00	SUPR-5	\$ 87,000	\$ 87,234	5/21/2017	\$ 87,400	\$ 3,500	\$ 1,634	\$ 92,534
SPENCE, D.- OPERATIONS	AI40	40.00	OPS-1	\$ 55,000	\$ 55,148	12/12/2016	\$ 55,800	\$ -	\$ -	\$ 55,800
LIBURD, L. - MAINTENANCE	AI40	40.00	M1-5	\$ 73,000	\$ 73,197	4/6/2017	\$ 73,500	\$ 2,900	\$ -	\$ 76,400
GRANGRADE, J. - MAINT SUPERINTENDENT	AI32	40.00	M1-5	\$ 95,500	\$ 95,757	8/2/2016	\$ 97,500	\$ 4,800	\$ 1,634	\$ 103,934
MAINTENANCE SUPERVISOR - INTERNAL PROMOTION EST							\$ 8,000			\$ 8,000
ALLEN, G. - MAINTENANCE	AI40	40.00	M1-5	\$ 78,600	\$ 78,812	7/10/2016	\$ 80,300	\$ 3,100	\$ -	\$ 83,400
O'NEIL, M. - MAINTENANCE	AI40	40.00	M3-5	\$ 76,500	\$ 76,706	9/8/2016	\$ 78,000	\$ 3,100	\$ 1,439	\$ 82,539
PINEDA, N. - MAINTENANCE	AI40	40.00	M1-5	\$ 71,000	\$ 71,191	5/14/2017	\$ 71,400	\$ 2,800	\$ -	\$ 74,200
HOLDGATE, R. - MAINTENANCE	AI40	40.00	M3-5	\$ 76,500	\$ 76,706	6/1/2017	\$ 76,800	\$ 3,100	\$ -	\$ 79,900
VACANT - MAINTENANCE	AI40	40.00	M1-0	\$ 48,000	\$ 48,129	5/25/2017	\$ 48,200	\$ -	\$ -	\$ 48,200
AGUIAR, M. - MAINTENANCE	AI40	40.00	M1-0	\$ 67,850	\$ 68,033	10/6/2016	\$ 69,000	\$ -	\$ -	\$ 69,000
FOWLER, P. - MAINTENANCE	AI40	40.00	M1-5	\$ 74,500	\$ 74,701	4/10/2017	\$ 75,000	\$ 3,000	\$ 1,403	\$ 79,403
MUHLER, T. - MAINTENANCE	AI40	40.00	M1-5	\$ 73,000	\$ 73,197	1/6/2017	\$ 73,900	\$ 3,700	\$ -	\$ 77,600
DUGAN,J.- MAINTENANCE	AI40	40.00	M1-3	\$ 62,000	\$ 62,167	9/9/2016	\$ 63,200	\$ -	\$ -	\$ 63,200
RAY,L.- MAINTENANCE	AI40	40.00	M1-5	\$ 77,200	\$ 77,408	4/17/2017	\$ 77,700	\$ 3,100	\$ -	\$ 80,800
SEASONAL (19 POSITIONS)	AI75	40HRS at 15 We	TOWN WARRANT	\$ 228,000	\$ 228,000	N/A	\$ 228,000	\$ -	\$ -	\$ 228,000

Seasonal 12,000.00 reg hours
\$19.00

500.00 OT hours
28.50

Total Prorated Salary (Administration) (Munis 51100)	\$ 976,600
Total Prorated Salary (Security)	\$ 169,900
Total Prorated Salary (Operations)	\$ 579,500
Total Prorated Salary (Maintenance)	\$ 892,500
Total Prorated Salary (Seasonal)	\$ 228,000
Total Longevity (Munis 51700)	\$ 64,200
Total Education (Munis 51600)	\$ -
Total Certification Pay (Operations) (Munis 515xx)	\$ 9,224
Total Certification Pay (Maintenance) (Munis 515xx)	\$ 4,476
Total Holiday Worked Pay (Admin/FBO) (Munis 518xx)	\$ 3,300
Total Holiday Worked Pay (Operations) (Munis 518xx)	\$ 26,000
Total Holiday Worked Pay (Maintenance) (Munis 518xx)	\$ 12,500
Shift Differential (Admin/FBO) (Munis 514xx)	\$ 3,500
Shift Differential (Operations) (Munis 514xx)	\$ 15,000
Shift Differential (Maintenance)(Munis 514xx)	\$ 4,000
Overtime (enter on Munis 513xx)	\$ 20,000
Overtime Operations (enter on Munis 513xx)	\$ 85,000
Overtime Maintenance (enter on Munis 513xx)	\$ 45,000
Overtime Seasonal (enter on Munis 513xx)	\$ 14,250
Contractual Obligation	\$ -
Promotional Increase	\$ -
Subtotal	\$ 3,152,950
Medicare (enter on Munis 51961)	\$ 45,700
Health Insurance	\$ 676,913
BCRS Retirement	\$ 569,000
Total	\$ 4,444,563

Purpose	Original			TOTAL	TOTAL	TOTAL	**	**	**	**	**	**	**	**	**	**	**	**	
	Issue	Maturity	Principal	PRINCIPAL	INTEREST	P & I	Payments	Payments	Payments	Payments	Payments	Payments	Payments	Payments	Payments	Payments	Payments	Payments	
	Date	Date	Amount	6/30/2016	6/30/2016	6/30/2016	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	
AIRPORT ENTERPRISE	TOTAL DEBT						15,570,318	14,349,075	13,124,764	12,010,476	10,933,289	9,994,151	9,100,839	8,225,776	7,359,214	6,633,601	5,927,763	5,225,426	
IMPROVEMENT	11/15/2005		219,000	20,000	500	20,500	20,500												
IMPROVEMENTS AND PROTECTION	2/15/2008		676,500	150,000	7,219	157,219	79,781	77,438											
TERMINAL	2/25/2011		4,500,000	4,025,000	2,285,788	6,310,788	299,319	300,569	301,669	301,944	297,744	302,144	299,644	301,894	300,294	298,494	301,494	298,863	
PARKING LOT	2/25/2011		500,000	390,000	102,819	492,819	45,306	44,406	43,506	42,456	46,556	45,156	43,406	46,656	45,056	43,456	46,856		
REMODEL OF HANGARS	6/7/2012		131,786	100,000	28,250	128,250	13,950	13,550	13,050	7,675	7,450	7,225	6,975	6,725	6,475	6,225	6,025	5,875	
RAZE & REMOVE ANNEX	6/7/2012		260,214	215,000	64,200	279,200	23,775	23,175	22,425	21,675	21,000	20,325	19,575	18,825	18,075	12,450	12,050	11,750	
LANDSCAPE FENCE	6/7/2012		293,000	245,000	75,956	320,956	24,788	24,188	23,438	22,688	22,013	21,338	20,588	19,838	19,088	18,338	17,738	17,288	
ADMINISTRATION BUILDING	6/7/2012		1,500,000	1,275,000	407,625	1,682,625	125,625	122,625	118,875	115,125	111,750	108,375	104,625	100,875	97,125	93,375	90,375	88,125	
RAMP LIGHTS	6/7/2012		400,000	340,000	108,700	448,700	33,500	32,700	31,700	30,700	29,800	28,900	27,900	26,900	25,900	24,900	24,100	23,500	
RAMP ELECTRIFICATION	6/7/2012		174,000	140,000	40,975	180,975	15,800	15,400	14,900	14,400	13,950	13,500	13,000	12,500	12,000	11,500	11,100	5,875	
PARKING LOT	6/6/2013		372,613	290,000	22,600	312,600	45,400	44,600	38,850	38,150	37,450	36,750	36,050	35,350					
RW 33	6/6/2013		116,300	85,000	6,450	91,450	16,550	11,300	11,100	10,900	10,700	10,500	10,300	10,100					
RAMP	6/6/2013		378,835	295,000	22,850	317,850	45,500	44,700	43,900	38,150	37,450	36,750	36,050	35,350					
RUNWAY	6/6/2013		457,252	360,000	28,800	388,800	51,750	50,850	49,950	49,050	48,150	47,250	46,350	45,450					
ADMINISTRATION BUILDING	6/5/2014		3,000,000	2,850,000	882,750	3,732,750	233,100	230,100	227,100	224,100	219,600	215,100	210,600	206,100	201,600	197,100	192,600	188,100	
RUNWAY RESURFACING	6/5/2014		22,000	15,000	600	15,600	5,300	5,200	5,100										
AIRPORT VEHICLES 1	6/5/2014		450,000	360,000	21,600	381,600	98,100	96,300	94,500	92,700									
AIRPORT VEHICLES 2	6/5/2014		164,000	130,000	7,500	137,500	37,900	37,200	31,500	30,900									
TAXIWAY DELTA WIDENING	6/5/2014		28,000	15,000	600	15,600	5,300	5,200	5,100										
ENVIRONMENTAL STEWARDSHIP			144,000	144,000	10,536	154,536	0	44,811	37,625	36,575	35,525								
TOTAL AIRPORT FUND			13,787,500	11,444,000	4,126,318	15,570,318	1,221,244	1,224,311	1,114,288	1,077,188	939,138	893,313	875,063	866,563	725,613	705,838	702,338	639,375	

**	**	**	**	**	**	**	**	**	PRINCIPAL	PRINCIPAL	PRINCIPAL	PRINCIPAL	PRINCIPAL
Payments	Payments	Payments	Payments	Payments	Payments	Payments	Payments	Payments	Payments	Payments	Payments	Payments	Payments
FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	FY2034	FY2035	FY2036	FY2037	FY2038	FY2039	FY2040	FY2041

4,586,051	3,953,151	3,327,482	2,709,825	2,105,794	1,516,413	1,055,181	600,850	298,894	0	0	0	0	0
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300,788	302,038	302,588	297,688	302,281	301,182	299,306	301,956	298,894					
5,725	5,572	5,416	5,253	5,084									
11,450	11,144	10,831	10,506	10,169									
16,838	16,378	15,909	15,422	5,084									
85,875	83,578	81,234	78,797	76,266									
22,900	22,288	21,663	21,013	20,338									
5,725	5,572	5,416	5,253	5,084									
183,600	179,100	174,600	170,100	165,075	160,050	155,025							

632,900	625,669	617,656	604,031	589,381	461,232	454,331	301,956	298,894	0	0	0	0	0
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